

VILLAGE BOARD REGULAR MEETING

Monday, November 11, 2024

Regular Meeting began at 5:30 PM and ended at 8:00 PM

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

RECORDING LINK:

https://us02web.zoom.us/rec/share/aCUUjZE8jiEVxvglSu7baUcmWh0dh95DzC_IR4-V_DZYCaRLNaiTrVTkDfkOTJlq.UnEpVIu2Thjw4Pzy?startTime=1731364052000

Passcode: 7=r&L0Nz

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 \$924,494.35 batch number 11112024. Complete detail of these vouchers is attached and made part of these minutes.

Motion: Brunette Second: White

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: White Second: Ryan

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

ROOST UPDATE

PUBLIC HEARING: Amendment to Local Law #4-2023; extension of Moratorium for new STRs

Chair Mayor Williams called for a motion to approve these minutes

Motion: Scollin Second: Ryan

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

Kathy Pallotta explained current circumstances and request for new STR exemption

Public Hearing left open

PUBLIC COMMENT:

Rich Shapiro input on Pisgah Rates, Bill 170-2024 Fire Contracts, and maintenance costs at 33 Petrova

Mark Wilson funding sources for EMS facilities project

Mary Newman Fox on proposed Pisgah Rates

Ben Douglas on EMS vehicle sizes in relation to the size of the proposed building size

WORK SESSION: Pisgah Rates

ITEMS FOR BOARD ACTION:

Bill 155-2024 Adopt Pisgah Rates

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

Chair Mayor Williams called for a motion

Motion to amend: White Second: Scollin

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

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

Bill 157-2024 Resolution to authorize the Village Manager to sign agreement with FOMP

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: White Second: Scollin

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

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

Bill 165-2024 Park Use Application with permission to serve alcohol for 2024 Village Holiday Shop Local Event

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 166-2024 Resolution to authorize the Village Manager to promote Mike Berry and Shawn White to Heavy Equipment Operators within the Department of Public Works

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

Chair Mayor Williams called for a motion

Motion: Brunette Second: Ryan

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

Bill 167-2024 Adopt Amendment to Short-term Rental Moratorium Law

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

Chair Mayor Williams called for a motion

Motion to Table: Scollin Second: Ryan

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

Bill 168-2024 Approve form for new Short-term Rental Moratorium Exemptions

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 169-2024 Authorize the Village Manager to sign Fiscal Advisors Contract and Approve Funding

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

Chair Mayor Williams called for a motion

Motion: White Second: Brunette

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

Bill 170-2024 Authorize the Village Manager to execute 2025 Town Fire Contracts

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 171-2024 Authorize Professional Services contract with Suozzo, Doty, and Associates for Saranac Lake Collection System and approve funding

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 172-2024 Authorize Professional Services Contract with Suozzo, Doty, and Associates for Water Pollution Control Plant Upgrades and approve funding

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 173-2024 Resolution adopting a policy for establishing a cap on new Short-term Rental permits and criteria for exemptions

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

Chair Mayor Williams called for a motion

Motion to Table: Scollin Second: Ryan

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

OLD BUSINESS: Housing, Armory, and Emergency Services Updates

NEW BUSINESS: Security Letter from Chief of Police

PUBLIC COMMENT SECTION:

Mark Wilson change to Pisgah half day rates and the Wendel Public Input Session

Rich Shapiro on ticket sales versus rates at Pisgah

Jeremy Evans STR discussion and Pisgah Rates

Adam Karl future of Short term Law amendments

Ben Douglas modification of size of EMS building project

MOTION TO ADJOURN:

Chair Mayor Williams called for a motion to adjourn

Motion: White Second: Scollin

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

Accounts Payable

Computer Check Proof List by Vendor

User: accounts payable@saranac.lakeny.gov
Printed: 10/31/2024 - 10:52AM
Batch: 00009.10.2024 - Vouchers 2024-11-11 (A)



Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor: 134	NATIONAL GRID			Check Sequence: 1		ACH Enabled: False
02115-52037	Electric bills	35.03	11/11/2024	001-7110-0403-0000	11054061	
17752-93109	Electric bills	4,417.37	11/11/2024	001-5182-0403-0000	11054061	
51399-57113	Electric bills	310.85	11/11/2024	001-1620-0403-0000	11054061	
	Check Total:	4,763.25				
Vendor: 59	SUNY MORRISVILLE-ETC			Check Sequence: 2		ACH Enabled: False
Preston Darrah	4A Management Course- P Darrah 11/20-11/22	450.00	11/11/2024	005-8130-0406-0000	11054062	
	Check Total:	450.00				
	Total for Check Run:	5,213.25				
	Total of Number of Checks:	2				

Accounts Payable

Voucher Approval List

User: accounts payable@saranacklakeny.gov
Printed: 10/31/2024 - 10:52AM
Batch: 00009.10.2024 - Vouchers 2024-11-11 (A)



Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
11054061	02115-52037	NATIONAL GRID	Electric bills	001-7110-0403-0000	35.03
11054061	17752-93109	NATIONAL GRID	Electric bills	001-5182-0403-0000	4,417.37
11054061	51399-57113	NATIONAL GRID	Electric bills	001-1620-0403-0000	310.85
Warrant Total:					4,763.25
11054062	Preston Darrah	SUNY MORRISVILLE-ETC	4A Management Course- P Darrah 11/20-11/22	005-8130-0406-0000	450.00
Warrant Total:					450.00
Report Total:					5,213.25

Accounts Payable

Voucher Approval Document



User: accounts payable@saranacklakeny.gov
Printed: 10/31/2024 - 10:52AM
Batch: 00009.10.2024 - Vouchers 2024-11-11 (A)

ABSTRACT OF CLAIMS FOR VILLAGE OF SARANAC LAKE
The claims set forth bearing numbers _____ to _____ have been audited and allowed by us being the Mayor & Trustees of the Village Board.
Mayor/Trustee: _____ Date: _____

TO THE TREASURER OF THE VILLAGE
You are hereby authorized and directed to pay to the order of the following vendors the various amounts in payment of Claims hereinafter set forth, numbered the same as above inclusive, which have been audited and allowed and are chargeable to the fund and appropriation account as designated.

Fund	Description	Amount
001	GENERAL FUND	4,763.25
005	SEWER FUND	450.00
Report Total:		5,213.25

Accounts Payable

Computer Check Proof List by Vendor

User: accountspayable@saranacnakeny.gov
 Printed: 11/08/2024 - 1:49PM
 Batch: 00002.11.2024 - Vouchers 2024-11-11



Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor: 2089	M & T BANK			Check Sequence: 1		ACH Enabled: False
001	EFC Pre-financing WQIP grant #C5-5516-09-00	719,250.00	11/11/2024	219-9730-0600-0000	11054089	
	Check Total:	719,250.00				
Vendor: 5052	AMERICAN ROCK SALT CO LLC			Check Sequence: 2		ACH Enabled: False
0767258	Road Salt Order #619536 Bill of Laden#18706	2,571.72	11/11/2024	001-5142-0401-0000	11054128	
0767320	Road Salt Order #619536 Bill of Laden#18719	2,554.50	11/11/2024	001-5142-0401-0000	11054128	
	Check Total:	5,126.22				
Vendor: 3406	AXON ENTERPRISE, INC.			Check Sequence: 3		ACH Enabled: False
INUS295310	Taser Instructor Recert - Labar	495.00	11/11/2024	001-3120-0406-0000	11054100	
	Check Total:	495.00				
Vendor: 3614	BEARCOM COMMUNICATIONS INC.			Check Sequence: 4		ACH Enabled: False
5789730	Program 32 New 2-way Radios	360.00	11/11/2024	001-5142-0408-0000	11054109	
5789730	Program 32 New 2-way Radios	360.00	11/11/2024	005-8120-0408-0000	11054109	
5789730	Program 32 New 2-way Radios	360.00	11/11/2024	001-5110-0408-0000	11054109	
5789730	Program 32 New 2-way Radios	360.00	11/11/2024	004-8340-0408-0000	11054109	
6583874 ZF	Install/Supply emergency lights/siren-2025 Ford	4,999.36	11/11/2024	001-3120-0200-0000	11054109	
	Check Total:	6,439.36				
Vendor: 3598	BEEBE, GABRIELLE			Check Sequence: 5		ACH Enabled: False
10/16-10/18	Travel reimbursement NY Women in Law Enfor.	53.00	11/11/2024	001-3120-0406-0000	11054108	
	Check Total:	53.00				
Vendor: 2161	REYANIN BROWN			Check Sequence: 6		ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
10/16-10/18	Travel reimbursement NY Women in Law Enfor.	61.00	11/11/2024	001-3120-0406-0000	11054091	
	Check Total:	61.00				
Vendor: 3656	BUSH ELECTRONICS INC			Check Sequence: 7		ACH Enabled: False
INV25236	Brackets, Siren Speaker- PD F150	592.25	11/11/2024	001-3120-0408-0000	11054112	
	Check Total:	592.25				
Vendor: 379	Capital One Trade Credit			Check Sequence: 8		ACH Enabled: False
1135677	Blanket PO- October 2024	251.93	11/11/2024	001-5142-0408-0000	11054118	
	Check Total:	251.93				
Vendor: 305	CED Twin State Saranac Lake			Check Sequence: 9		ACH Enabled: False
8015-1056126	Blanket PO-October 2024	13.18	11/11/2024	001-7260-0407-0000	11054098	
	Check Total:	13.18				
Vendor: 2556	CENTURY LINEN & UNIFORM			Check Sequence: 10		ACH Enabled: False
2014864	YEARLY CONTRACT FOR UNIFORMS	23.61	11/11/2024	004-1640-0400-0000	11054096	
2014864	YEARLY CONTRACT FOR UNIFORMS	23.61	11/11/2024	005-1640-0400-0000	11054096	
2014864	YEARLY CONTRACT FOR UNIFORMS	24.34	11/11/2024	001-1640-0400-0000	11054096	
2019372	YEARLY CONTRACT FOR UNIFORMS	23.61	11/11/2024	004-1640-0400-0000	11054096	
2019372	YEARLY CONTRACT FOR UNIFORMS	24.34	11/11/2024	001-1640-0400-0000	11054096	
2019372	YEARLY CONTRACT FOR UNIFORMS	23.61	11/11/2024	005-1640-0400-0000	11054096	
	Check Total:	143.12				
Vendor: 3687	COLUMN SOFTWARE PBC			Check Sequence: 11		ACH Enabled: False
2DAA3AE4-0102	Dev Board Hearing, Public Hearing, CEO Car R	38.59	11/11/2024	001-8620-0400-0000	11054114	
2DAA3AE4-0103	Dev Board Hearing, Public Hearing, CEO Car R	36.50	11/11/2024	001-1410-0400-0000	11054114	
2DAA3AE4-0104	Dev Board Hearing, Public Hearing, CEO Car R	22.29	11/11/2024	001-8620-0400-0000	11054114	
	Check Total:	97.38				
Vendor: 3506	COMMERCIAL SALES			Check Sequence: 12		ACH Enabled: False
19622-0	Water for Village Office - October 2024	12.23	11/11/2024	001-1610-0400-0000	11054103	
19622-0	Water for Village Office - October 2024	11.87	11/11/2024	005-8110-0400-0000	11054103	
19622-0	Water for Village Office - October 2024	11.87	11/11/2024	004-8310-0400-0000	11054103	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
C18469-0	Water for Village Office - October 2024	-6.00	11/11/2024	005-8110-0400-0000	11054103	
C18469-0	Water for Village Office - October 2024	-6.00	11/11/2024	001-1610-0400-0000	11054103	
C18469-0	Water for Village Office - October 2024	-6.00	11/11/2024	004-8310-0400-0000	11054103	
	Check Total:	17.97				
Vendor: 4937	CRYSTAL ROCK LLC			Check Sequence: 13		ACH Enabled: False
17711568 110524	Potable Drinking Water Service	77.45	11/11/2024	005-8130-0400-0000	11054124	
	Check Total:	77.45				
Vendor: 1639	CURTIS LUMBER CO. INC.			Check Sequence: 14		ACH Enabled: False
2410-018994	Blanket PO- October 2024	57.79	11/11/2024	001-5410-0401-0000	11054084	
2410-069833	Blanket PO- October 2024	34.10	11/11/2024	001-7260-0407-0000	11054084	
2410-073975	Blanket PO- October 2024	13.31	11/11/2024	005-8130-0401-0000	11054084	
2410-088015	Blanket PO- October 2024	117.91	11/11/2024	001-5142-0408-0000	11054084	
2410-095181	Blanket PO- October 2024	299.76	11/11/2024	001-5410-0401-0000	11054084	
2410-096990	Blanket PO- October 2024	360.58	11/11/2024	005-8120-0401-0000	11054084	
2410-100346	Blanket PO- October 2024	-75.00	11/11/2024	005-8120-0401-0000	11054084	
	Check Total:	808.45				
Vendor: 2123	PRESTON DARRAH			Check Sequence: 15		ACH Enabled: False
1020-1122	Meals for Training 11/19-11/22	123.00	11/11/2024	005-8130-0406-0000	11054090	
	Check Total:	123.00				
Vendor: 812	DOPPELMAYR USA, INC.			Check Sequence: 16		ACH Enabled: False
CD2025002628	Misc. parts- spring housing, protective plate, etc.	896.09	11/11/2024	001-7260-0401-0000	11054138	
	Check Total:	896.09				
Vendor: 3551	ENDYNE INC.			Check Sequence: 17		ACH Enabled: False
509383	SPDES Required Testing at WWTP (Lab Testing	45.00	11/11/2024	005-8130-0400-0000	11054105	
509471	Raw & Purification Water Testing at WTP	50.00	11/11/2024	004-8330-0400-0000	11054105	
509912	SPDES Required Testing at WWTP (Lab Testing	115.00	11/11/2024	005-8130-0400-0000	11054105	
509913	SPDES Required Testing at WWTP (Lab Testing	115.00	11/11/2024	005-8130-0400-0000	11054105	
509914	SPDES Required Testing at WWTP (Lab Testing	45.00	11/11/2024	005-8130-0400-0000	11054105	
509933	SPDES Required Testing at WWTP (Lab Testing	45.00	11/11/2024	005-8130-0400-0000	11054105	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
511356	Raw & Purification Water Testing at WTP	50.00	11/11/2024	004-8330-0400-0000	11054105	
	Check Total:	465.00				
Vendor: 74	GABRIEL FAUBERT			Check Sequence: 18		ACH Enabled: False
1018	Training reimbursement - Police Academy	88.60	11/11/2024	001-3120-0406-0000	11054136	
	Check Total:	88.60				
Vendor: 628	FR. COUNTY SOLID WASTE			Check Sequence: 19		ACH Enabled: False
10045660	DISPOSAL OF SLUDGE & GRIT SCREENING	1,036.75	11/11/2024	005-8130-0401-0000	11054134	
20073955	DISPOSAL OF SLUDGE & GRIT SCREENING	274.30	11/11/2024	005-8130-0401-0000	11054134	
40090834	BLANKET PO- TRASH DISPOSAL	175.50	11/11/2024	001-8160-0400-0000	11054134	
40092013	BLANKET PO- TRASH DISPOSAL	149.50	11/11/2024	001-8160-0400-0000	11054134	
40092210	BLANKET PO- TRASH DISPOSAL	190.00	11/11/2024	001-8160-0400-0000	11054134	
	Check Total:	1,826.05				
Vendor: 3616	GOMEZ & SULLIVAN ENGINEERING			Check Sequence: 20		ACH Enabled: False
02538.003	Lake Flower Dam Safety-Annual Inspection	3,135.00	11/11/2024	001-8989-0400-0000	11054110	
02582.002	Lake Flower STID and H/H Modeling	14,522.00	11/11/2024	001-8989-0400-0000	11054110	
	Check Total:	17,657.00				
Vendor: 5321	GRAINGER, INC.			Check Sequence: 21		ACH Enabled: False
9274465369	Convex Security Mirrors	370.65	11/11/2024	001-5110-0401-0000	11054130	
9288211270	Convex Security Mirrors	-123.55	11/11/2024	001-5110-0401-0000	11054130	
9288501282	Convex Security Mirrors	123.55	11/11/2024	001-5110-0401-0000	11054130	
	Check Total:	370.65				
Vendor: 4035	HARTFORD STEAM BOILER			Check Sequence: 22		ACH Enabled: False
1312547	Boiler Certification	330.00	11/11/2024	005-8130-0401-0000	11054119	
	Check Total:	330.00				
Vendor: 79	HULBERT'S TRI-LAKE SUPPLY			Check Sequence: 23		ACH Enabled: False
S118809	Blanket PO - October 2024	14.35	11/11/2024	001-7260-0401-0000	11054137	
S118973	Blanket PO - October 2024	328.44	11/11/2024	004-8340-0401-0000	11054137	
S119273	Blanket PO - October 2024	25.40	11/11/2024	001-7260-0401-0000	11054137	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
S119555	Blanket PO - October 2024	141.13	11/11/2024	001-7110-0401-0000	11054137	
S119606	Blanket PO - October 2024	14.72	11/11/2024	005-8130-0401-0000	11054137	
	Check Total:	524.04				
Vendor: 997	KONICA MINOLTA PREMIER FINANCE			Check Sequence: 24		ACH Enabled: False
45735796	Copier Lease-PD & VO	110.41	11/11/2024	001-3120-0400-0000	11054140	
45735796	Copier Lease-PD & VO	128.01	11/11/2024	004-8310-0400-0000	11054140	
45735796	Copier Lease-PD & VO	131.88	11/11/2024	001-1610-0400-0000	11054140	
45735796	Copier Lease-PD & VO	128.01	11/11/2024	005-8110-0400-0000	11054140	
	Check Total:	498.31				
Vendor: 3618	LIFETIME BENEFIT SOLUTIONS, INC.			Check Sequence: 25		ACH Enabled: False
A068439-IN	PD HSA/FSA Admin Fees - October 2024	198.00	11/11/2024	001-3120-0860-0000	11054111	
	Check Total:	198.00				
Vendor: 3528	LINCKLAEN HOUSE			Check Sequence: 26		ACH Enabled: False
11/19-11/22	Hotel for P Darrah (4A Course) 11/19-11/22	210.00	11/11/2024	005-8130-0406-0000	11054104	
	Check Total:	210.00				
Vendor: 2208	MBF2, INC			Check Sequence: 27		ACH Enabled: False
NOVEMBER	2024-25 Rent "Sears" Parking Lot	1,902.36	11/11/2024	001-5650-0400-0000	11054092	
	Check Total:	1,902.36				
Vendor: 5288	MES-MUNICIPAL EMERGENCY SVCS			Check Sequence: 28		ACH Enabled: False
IN2140676	Driver (Muncil) Turn-out coat & pants	4,025.00	11/11/2024	001-3410-0401-0000	11054129	
	Check Total:	4,025.00				
Vendor: 901	MIDSTATE INDUSTRIAL SUPPLY			Check Sequence: 29		ACH Enabled: False
24-87324	Blanket PO - October 2024	23.68	11/11/2024	001-7260-0408-0000	11054139	
24-87338	Blanket PO - October 2024	33.84	11/11/2024	001-5132-0407-0000	11054139	
24-87338	Blanket PO - October 2024	98.90	11/11/2024	005-8130-0410-0000	11054139	
24-87338	Blanket PO - October 2024	24.06	11/11/2024	001-5142-0408-0000	11054139	
24-87338	Blanket PO - October 2024	63.80	11/11/2024	005-8120-0401-0000	11054139	
24-87339	Gutter Brooms	2,870.40	11/11/2024	001-5110-0408-0000	11054139	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
24-87407	Blanket PO - October 2024	261.50	11/11/2024	001-5142-0408-0000	11054139	
24-87618	Blanket PO - October 2024	62.00	11/11/2024	001-5142-0408-0000	11054139	
	Check Total:	3,438.18				
Vendor: 71	Mountain Valley Mechanical, LLC			Check Sequence: 30		ACH Enabled: False
974	HVAC Service 1-3 Main	4,800.00	11/11/2024	001-1620-0407-0000	11054135	
	Check Total:	4,800.00				
Vendor: 4909	MX FUELS & PROPANE			Check Sequence: 31		ACH Enabled: False
F5109655	Fuel Oil/Propane - October 2024	405.63	11/11/2024	004-8320-0404-0000	11054123	
F5109702	Fuel Oil/Propane - October 2024	113.61	11/11/2024	005-8130-0404-0000	11054123	
F5109702	Fuel Oil/Propane - October 2024	113.61	11/11/2024	004-8320-0404-0000	11054123	
F5109702	Fuel Oil/Propane - October 2024	117.06	11/11/2024	001-5132-0404-0000	11054123	
F5109857	Fuel Oil/Propane - October 2024	12.63	11/11/2024	005-8121-0404-0000	11054123	
F5109914	Diescl- October 2024	34.94	11/11/2024	001-1640-0409-0000	11054123	
F5109914	Diesel- October 2024	59.97	11/11/2024	001-8160-0409-0000	11054123	
F5109914	Diesel- October 2024	277.22	11/11/2024	001-8170-0409-0000	11054123	
F5109914	Diescl- October 2024F5109914	569.14	11/11/2024	001-3410-0409-0000	11054123	
F5109914	Diesel- October 2024	33.92	11/11/2024	004-1640-0409-0000	11054123	
F5109914	Diescl- October 2024	55.41	11/11/2024	001-5142-0409-0000	11054123	
F5109914	Diesel- October 2024	459.34	11/11/2024	005-8120-0409-0000	11054123	
F5109914	Diescl- October 2024	33.92	11/11/2024	005-1640-0409-0000	11054123	
F5109919	Fuel Oil/Propane - October 2024	49.82	11/11/2024	001-1640-0404-0000	11054123	
F5109919	Fuel Oil/Propane - October 2024	48.35	11/11/2024	005-1640-0404-0000	11054123	
F5109919	Fuel Oil/Propane - October 2024	48.35	11/11/2024	004-1640-0404-0000	11054123	
F5109920	Fuel Oil/Propane - October 2024	336.38	11/11/2024	001-3410-0404-0000	11054123	
F5109996	Fuel Oil/Propane - October 2024	67.67	11/11/2024	005-8130-0404-0000	11054123	
F5110549	Fuel Oil/Propane - October 2024	321.93	11/11/2024	001-3410-0404-0000	11054123	
F5110551	Diescl- October 2024	2,123.23	11/11/2024	001-5142-0409-0000	11054123	
	Check Total:	5,282.13				
Vendor: 138	NAPA AUTO PARTS			Check Sequence: 32		ACH Enabled: False
643910	Blanket PO-October 2024	54.56	11/11/2024	001-5142-0408-0000	11054079	
660235	Blanket PO-October 2024	19.67	11/11/2024	005-8130-0410-0000	11054079	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
660236	Blanket PO-October 2024	19.67	11/11/2024	005-8130-0410-0000	11054079	
660519	Blanket PO-October 2024	143.22	11/11/2024	001-5142-0408-0000	11054079	
660721	Blanket PO-October 2024	174.52	11/11/2024	001-3120-0408-0000	11054079	
660847	Blanket PO-October 2024	26.32	11/11/2024	001-7260-0408-0000	11054079	
660879	Blanket PO-October 2024	295.26	11/11/2024	001-5142-0408-0000	11054079	
660960	Blanket PO-October 2024	29.16	11/11/2024	001-7260-0408-0000	11054079	
661180	Blanket PO-October 2024	28.99	11/11/2024	005-8130-0410-0000	11054079	
661328	Blanket PO-October 2024	18.03	11/11/2024	005-8130-0410-0000	11054079	
661738	Blanket PO-October 2024	331.90	11/11/2024	001-5142-0408-0000	11054079	
	Check Total:	1,141.30				
Vendor: 3788	National Business Technologies-Customer Care			Check Sequence: 33		ACH Enabled: False
5031675521	Phone Contract #450-0105737-000 10/22-11/21	30.40	11/11/2024	005-1640-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	184.27	11/11/2024	005-8130-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	31.33	11/11/2024	001-1640-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	182.43	11/11/2024	004-8310-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	182.43	11/11/2024	005-8110-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	41.77	11/11/2024	001-1490-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	245.69	11/11/2024	001-3120-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	30.70	11/11/2024	001-7180-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	30.40	11/11/2024	004-1640-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	146.19	11/11/2024	001-1610-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	368.54	11/11/2024	001-3410-0402-0000	11054117	
5031675521	Phone Contract #450-0105737-000 10/22-11/21	61.42	11/11/2024	001-7260-0402-0000	11054117	
	Check Total:	1,535.57				
Vendor: 3730	NEW YORK STATE TEAMSTERS COUNCIL			Check Sequence: 34		ACH Enabled: False
10609/10610	Health Ins. Premium-Teamsters/Admin- Dec 202	404.07	11/11/2024	001-3410-0860-0000	11054115	
10609/10610	Health Ins. Premium-Teamsters/Admin- Dec 202	71.57	11/11/2024	004-9060-0800-0000	11054115	
10609/10610	Health Ins. Premium-Teamsters/Admin- Dec 202	71.57	11/11/2024	005-9060-0800-0000	11054115	
10609/10610	Health Ins. Premium-Teamsters/Admin- Dec 202	143.14	11/11/2024	001-9060-0800-0000	11054115	
	Check Total:	690.35				
Vendor: 2443	NORTH COUNTRY AUTO GLASS			Check Sequence: 35		ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
INC-1101-28600	Rear Window- 2023 F150	295.00	11/11/2024	001-5142-0408-0000	11054093	
	Check Total:	295.00				
Vendor: 3563	NORTHERN LIGHTS CHOIR			Check Sequence: 36		ACH Enabled: False
12062024	Christmas Caroling - Light Up Downtown SL	150.00	11/11/2024	001-6410-0400-0000	11054106	
	Check Total:	150.00				
Vendor: 159	Northern Power & Light			Check Sequence: 37		ACH Enabled: False
235700-19649	CDG Credits for Electric - October 2024	487.67	11/11/2024	005-8121-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	51.54	11/11/2024	001-7180-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	4,844.82	11/11/2024	004-8320-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	1,091.17	11/11/2024	001-1620-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	20.77	11/11/2024	001-5132-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	242.36	11/11/2024	005-8120-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	20.61	11/11/2024	001-5142-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	312.79	11/11/2024	001-3410-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	38.17	11/11/2024	001-5650-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	5,651.96	11/11/2024	005-8130-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	84.42	11/11/2024	001-7110-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	20.26	11/11/2024	001-5182-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	262.54	11/11/2024	001-7260-0403-0000	11054083	
235700-19649	CDG Credits for Electric - October 2024	103.28	11/11/2024	001-7140-0403-0000	11054083	
	Check Total:	13,232.36				
Vendor: 5355	NYSDEC			Check Sequence: 38		ACH Enabled: False
CBS #5-000199	Hazardous Substance Bulk Storage Application	100.00	11/11/2024	005-8130-0401-0000	11054132	
	Check Total:	100.00				
Vendor: 206	PH & S PRODUCTS LLC			Check Sequence: 39		ACH Enabled: False
0017654-IN	Gloves 797 Series - Blue	438.00	11/11/2024	001-3120-0200-0000	11054141	
	Check Total:	438.00				
Vendor: 5387	POLSINELLO LUBRICANTS			Check Sequence: 40		ACH Enabled: False
221306	55gal. 10W30 Shell Rotella Engine Oil	1,226.45	11/11/2024	001-5142-0408-0000	11054133	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	1,226.45				
Vendor: 410	PowerPlan			Check Sequence: 41		ACH Enabled: False
10831301	24 volt Amber Strobe, Wire Harness	340.44	11/11/2024	001-5142-0408-0000	11054121	
	Check Total:	340.44				
Vendor: 2024	QUILL CORPORATION			Check Sequence: 42		ACH Enabled: False
41282303	Copy Paper	23.71	11/11/2024	005-8110-0401-0000	11054087	
41282303	Copy Paper	24.44	11/11/2024	001-1610-0401-0000	11054087	
41282303	Copy Paper	23.71	11/11/2024	004-8310-0401-0000	11054087	
	Check Total:	71.86				
Vendor: 1083	ROBERTS SPORTS, LLC			Check Sequence: 43		ACH Enabled: False
076963-11201	Voltage Regulator/Rectifier	49.95	11/11/2024	001-7260-0408-0000	11054077	
	Check Total:	49.95				
Vendor: 3318	ROEMER, WALLENS, GOLD & MINEAUX LLP			Check Sequence: 44		ACH Enabled: False
62037	PD Legal- Professional Services	2,093.00	11/11/2024	001-1420-0400-0000	11054099	
NOVEMBER	Labor Relations Services June - December 2024	666.67	11/11/2024	005-1420-0400-0000	11054099	
NOVEMBER	Labor Relations Services June - December 2024	666.66	11/11/2024	001-1420-0400-0000	11054099	
NOVEMBER	Labor Relations Services June - December 2024	666.67	11/11/2024	004-1420-0400-0000	11054099	
	Check Total:	4,093.00				
Vendor: 4066	RR CHARLEBOIS, INC.			Check Sequence: 45		ACH Enabled: False
IV66299	Oil Filters, Fuel Filters, Hose Gladhand, etc.	133.92	11/11/2024	005-8120-0408-0000	11054120	
IV66299	Oil Filters, Fuel Filters, Hose Gladhand, etc.	133.92	11/11/2024	001-5142-0408-0000	11054120	
IV66306	Oil Filters, Fuel Filters, Hose Gladhand, etc.	17.85	11/11/2024	005-8120-0408-0000	11054120	
IV66306	Oil Filters, Fuel Filters, Hose Gladhand, etc.	17.85	11/11/2024	001-5142-0408-0000	11054120	
	Check Total:	303.54				
Vendor: 3783	SARA-PLACID INN & SUITES			Check Sequence: 46		ACH Enabled: False
11/11/2024	LEAF GRANT-MASTER PO	6,324.94	11/11/2024	001-8620-0400-0000	11054116	
	Check Total:	6,324.94				

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor: 3596	SCOOTER'S CLEANING			Check Sequence: 47		ACH Enabled: False
764	Cleaning PD Station 06/01-05/31	645.00	11/11/2024	001-3120-0400-0000	11054107	
765	Cleaning Berkeley Green bathrooms 06/01-05/31	1,400.00	11/11/2024	001-7110-0400-0000	11054107	
	Check Total:	2,045.00				
Vendor: 1539	SLACK CHEMICAL CO, INC			Check Sequence: 48		ACH Enabled: False
212900	ANNUAL SODA ASH FOR ALKALINITY	-60.00	11/11/2024	004-8330-0401-0000	11054081	
478767	ANNUAL SODA ASH FOR ALKALINITY	1,307.40	11/11/2024	004-8330-0401-0000	11054081	
478768	ANNUAL SODIUM HYPOCHLORITE FOR D	1,239.72	11/11/2024	004-8330-0401-0000	11054081	
	Check Total:	2,487.12				
Vendor: 2546	SLIC NETWORK SOLUTIONS INC			Check Sequence: 49		ACH Enabled: False
3989695	Internet Charges	79.86	11/11/2024	001-1680-0400-0000	11054095	
3989695	Internet Charges	77.52	11/11/2024	005-8110-0400-0000	11054095	
3989695	Internet Charges	77.52	11/11/2024	004-8310-0400-0000	11054095	
	Check Total:	234.90				
Vendor: 346	SPRINGBROOK HOLDING CO LLC			Check Sequence: 50		ACH Enabled: False
INV-018987	SPRINGBOOK ANNUAL SUBSCRIPTION BI	61.05	11/11/2024	005-8110-0400-0000	11054102	
INV-018987	SPRINGBOOK ANNUAL SUBSCRIPTION BI	62.90	11/11/2024	001-1680-0400-0000	11054102	
INV-018987	SPRINGBOOK ANNUAL SUBSCRIPTION BI	61.05	11/11/2024	004-8310-0400-0000	11054102	
	Check Total:	185.00				
Vendor: 5	STURDY SUPPLY			Check Sequence: 51		ACH Enabled: False
5911/1	Blanket PO - October 2024	219.99	11/11/2024	001-5110-0401-0000	11054127	
5976/1	Blanket PO - October 2024	80.97	11/11/2024	001-5110-0401-0000	11054127	
5999/1	EV3200 Generator LT-144	2,599.99	11/11/2024	001-3410-0408-0000	11054127	
6040/1	Blanket PO - October 2024	79.99	11/11/2024	001-5410-0401-0000	11054127	
	Check Total:	2,980.94				
Vendor: 1572	SYMQUEST GROUP, INC.			Check Sequence: 52		ACH Enabled: False
1941311	Copier Service - Public Works	9.09	11/11/2024	004-8310-0400-0000	11054082	
1941311	Copier Service - Public Works	9.09	11/11/2024	005-8110-0400-0000	11054082	
1941311	Copier Service - Public Works	9.37	11/11/2024	001-1490-0400-0000	11054082	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	27.55				
Vendor: 4852	TAYLOR RENTAL CENTER			Check Sequence: 53		ACH Enabled: False
65668/2	Blanket PO - October 2024	21.99	11/11/2024	001-3410-0401-0000	11054122	
65728/2	Blanket PO - October 2024	340.06	11/11/2024	001-5142-0408-0000	11054122	
9510/2	Blanket PO - October 2024	55.08	11/11/2024	001-7110-0401-0000	11054122	
9512/2	Blanket PO - October 2024	45.95	11/11/2024	005-8130-0408-0000	11054122	
9569/2	Blanket PO - October 2024	6.99	11/11/2024	001-7110-0401-0000	11054122	
9579/2	Blanket PO - October 2024	45.38	11/11/2024	001-7110-0401-0000	11054122	
	Check Total:	515.45				
Vendor: 3668	TOLLS BY MAIL			Check Sequence: 54		ACH Enabled: False
18198813961	Toll Charges 08/26, 08/28 - Police Chief	15.44	11/11/2024	001-3120-0400-0000	11054113	
	Check Total:	15.44				
Vendor: 186	TOWN OF HARRIETSTOWN			Check Sequence: 55		ACH Enabled: False
NOVEMBER	2024 Lease of Office Space (June-Dec)	1,180.48	11/11/2024	001-1610-0418-0000	11054085	
NOVEMBER	2024 Lease of Office Space (June-Dec)	1,145.76	11/11/2024	005-8110-0418-0000	11054085	
NOVEMBER	2024 Lease of Office Space (June-Dec)	1,145.76	11/11/2024	004-8310-0418-0000	11054085	
OCTOBER	Registrar Fees - October 2024	800.00	11/11/2024	001-4020-0400-0000	11054085	
	Check Total:	4,272.00				
Vendor: 5341	TRADE CREDIT SERVICES			Check Sequence: 56		ACH Enabled: False
G27546	Blanket PO - October 2024	17.99	11/11/2024	001-5132-0401-0000	11054131	
G29395	Blanket PO - October 2024	53.08	11/11/2024	001-7110-0401-0000	11054131	
G29555	Blanket PO - October 2024	26.97	11/11/2024	005-8130-0401-0000	11054131	
G29590	Blanket PO - October 2024	20.72	11/11/2024	001-7110-0401-0000	11054131	
G30268	Blanket PO - October 2024	43.17	11/11/2024	001-5110-0401-0000	11054131	
G32545	Blanket PO - October 2024	38.32	11/11/2024	001-7260-0401-0000	11054131	
G32561	Blanket PO - October 2024	-9.00	11/11/2024	001-7260-0401-0000	11054131	
G32828	Blanket PO - October 2024	16.19	11/11/2024	001-7260-0401-0000	11054131	
G32937	Blanket PO - October 2024	18.52	11/11/2024	001-7110-0401-0000	11054131	
G33098	Blanket PO - October 2024	5.37	11/11/2024	001-7110-0401-0000	11054131	
G33107	Blanket PO - October 2024	28.79	11/11/2024	001-3120-0401-0000	11054131	

Invoice No	Description	Amount	Print Date	Acct Number	Voucher No	Reference
G33111	Blanket PO - October 2024	17.61	11/11/2024	005-8130-0401-0000	11054131	
G33171	Blanket PO - October 2024	6.72	11/11/2024	001-3120-0401-0000	11054131	
G34262	Blanket PO - October 2024	37.93	11/11/2024	001-1620-0407-0000	11054131	
G34561	Blanket PO - October 2024	25.16	11/11/2024	001-1620-0407-0000	11054131	
G35224	Blanket PO - October 2024	19.79	11/11/2024	001-7110-0401-0000	11054131	
	Check Total:	367.33				
Vendor: 273	UPSTONE MATERIALS INC			Check Sequence: 57		ACH Enabled: False
3880771	Blanket PO	1,103.73	11/11/2024	001-5110-0401-0000	11054097	
3881189	Blanket PO	473.14	11/11/2024	001-5110-0401-0000	11054097	
3884865	Blanket PO	869.53	11/11/2024	001-1620-0200-0000	11054097	
3897711	Blanket PO	1,583.98	11/11/2024	001-5110-0401-0000	11054097	
3898248 RI	Blanket PO	15,232.00	11/11/2024	001-5112-0200-0000	11054097	
	Check Total:	19,262.38				
Vendor: 1198	USA BLUEBOOK			Check Sequence: 58		ACH Enabled: False
INV00517556	Phosphate Acid, Imhoff cones, Sorbent Pads, etc	503.10	11/11/2024	004-8320-0401-0000	11054078	
INV00517592	Phosphate Acid, Imhoff cones, Sorbent Pads, etc.	679.17	11/11/2024	005-8130-0401-0000	11054078	
INV00518781	Phosphate Acid, Imhoff cones, Sorbent Pads, etc.	31.41	11/11/2024	004-8320-0401-0000	11054078	
INV00518781	Phosphate Acid, Imhoff cones, Sorbent Pads, etc	26.94	11/11/2024	005-8130-0401-0000	11054078	
INV00531655	Mechanical Float	300.30	11/11/2024	005-8120-0401-0000	11054078	
	Check Total:	1,540.92				
Vendor: 4970	VAN BORTEL FORD, INC.			Check Sequence: 59		ACH Enabled: False
100465	Ford F550 4x4 Dump Truck	9,263.91	11/11/2024	005-1640-0200-0000	11054125	
100465	Ford F550 4x4 Dump Truck	24,500.00	11/11/2024	005-8120-0200-0000	11054125	
100465	Ford F550 4x4 Dump Truck	9,263.91	11/11/2024	001-1640-0200-0000	11054125	
100465	Ford F550 4x4 Dump Truck	9,263.91	11/11/2024	004-1640-0200-0000	11054125	
100465	Ford F550 4x4 Dump Truck	24,500.00	11/11/2024	004-8340-0200-0000	11054125	
	Check Total:	76,791.73				
Vendor: 1953	VERIZON WIRELESS			Check Sequence: 60		ACH Enabled: False
9977040990	PD Cell Phone Bill 09/24-10/23	290.06	11/11/2024	001-3120-0402-0000	11054086	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	290.06				
Vendor: 1448	VIKING-CIVES USA			Check Sequence: 61		ACH Enabled: False
4536906	Tension rake, shaft, mixing tine assembly, etc.	2,705.28	11/11/2024	001-5142-0408-0000	11054080	
	Check Total:	2,705.28				
Vendor: 25	W.B. MASON CO., INC.			Check Sequence: 62		ACH Enabled: False
250047227	Batteries, Ink/toner	192.61	11/11/2024	001-3120-0401-0000	11054094	
	Check Total:	192.61				
Vendor: 3442	WARRENSBURG LAUNDRY & DRY CLEANING, INC.			Check Sequence: 63		ACH Enabled: False
2576	PD Laundry Services - October 2024	71.43	11/11/2024	001-3120-0400-0000	11054101	
	Check Total:	71.43				
Vendor: 4979	WEX BANK			Check Sequence: 64		ACH Enabled: False
100740024	Gas Card Charges - October 2024	123.65	11/11/2024	001-3410-0409-0000	11054126	
100740024	Gas Card Charges - October 2024	143.20	11/11/2024	001-8620-0406-0000	11054126	
100740024	Gas Card Charges - October 2024	526.07	11/11/2024	001-7110-0409-0000	11054126	
100740024	Gas Card Charges - October 2024	1,822.99	11/11/2024	001-3120-0409-0000	11054126	
100740024	Gas Card Charges - October 2024	517.98	11/11/2024	004-8340-0409-0000	11054126	
100740024	Gas Card Charges - October 2024	865.30	11/11/2024	001-5110-0409-0000	11054126	
100740024	Gas Card Charges - October 2024	456.54	11/11/2024	005-8120-0409-0000	11054126	
	Check Total:	4,455.73				
	Total for Check Run:	924,494.35				
	Total of Number of Checks:	64				

Accounts Payable

Voucher Approval List

User: accountspayable@saranacinken.gov
 Printed: 11/08/2024 - 1:49PM
 Batch: 00002.11.2024 - Vouchers 2024-11-11



Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
11054128	0767258	AMERICAN ROCK SALT CO LLC	Road Salt Order #619536 Bill of Lading#18706	001-5142-0401-0000	2,571.72
11054128	0767320	AMERICAN ROCK SALT CO LLC	Road Salt Order #619536 Bill of Lading#18719	001-5142-0401-0000	2,554.50
Warrant Total:					5,126.22
11054100	INUS295310	AXON ENTERPRISE, INC.	Taser Instructor Recert - Labor	001-3120-0406-0000	495.00
Warrant Total:					495.00
11054109	5789730	BEARCOM COMMUNICATIONS INC.	Program 32 New 2-way Radios	001-5142-0408-0000	360.00
11054109	5789730	BEARCOM COMMUNICATIONS INC.	Program 32 New 2-way Radios	001-5110-0408-0000	360.00
11054109	5789730	BEARCOM COMMUNICATIONS INC.	Program 32 New 2-way Radios	004-8340-0408-0000	360.00
11054109	5789730	BEARCOM COMMUNICATIONS INC.	Program 32 New 2-way Radios	005-8120-0408-0000	360.00
11054109	6583874 ZF	BEARCOM COMMUNICATIONS INC.	Install/Supply emergency lights/siren-2025 Ford Exp.	001-3120-0200-0000	4,999.36
Warrant Total:					6,439.36
11054108	10/16-10/18	BEEBE, GABRIELLE	Travel reimbursement NY Women in Law Enfor.	001-3120-0406-0000	53.00
Warrant Total:					53.00
11054112	INV25236	BUSH ELECTRONICS INC	Brackets, Siren Speaker- PD F150	001-3120-0408-0000	592.25
Warrant Total:					592.25
11054118	1135677	Capital One Trade Credit	Blanket PO- October 2024	001-5142-0408-0000	251.93
Warrant Total:					251.93
11054098	8015-1056126	CED Twin State Saranac Lake	Blanket PO-October 2024	001-7260-0407-0000	13.18
Warrant Total:					13.18
11054096	2014864	CENTURY LINEN & UNIFORM	YEARLY CONTRACT FOR UNIFORMS	001-1640-0400-0000	24.34
11054096	2014864	CENTURY LINEN & UNIFORM	YEARLY CONTRACT FOR UNIFORMS	005-1640-0400-0000	23.61
11054096	2014864	CENTURY LINEN & UNIFORM	YEARLY CONTRACT FOR UNIFORMS	004-1640-0400-0000	23.61
11054096	2019372	CENTURY LINEN & UNIFORM	YEARLY CONTRACT FOR UNIFORMS	005-1640-0400-0000	23.61
11054096	2019372	CENTURY LINEN & UNIFORM	YEARLY CONTRACT FOR UNIFORMS	004-1640-0400-0000	23.61

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
11054096	2019372	CENTURY LINEN & UNIFORM	YEARLY CONTRACT FOR UNIFORMS	001-1640-0400-0000	24.54
Warrant Total:					143.12
11054114	2DAA3AE4-0102	COLUMN SOFTWARE PBC	Dev Board Hearing, Public Hearing, CEO Car Ref.	001-8620-0400-0000	38.59
11054114	2DAA3AE4-0103	COLUMN SOFTWARE PBC	Dev Board Hearing, Public Hearing, CEO Car Ref.	001-1410-0400-0000	36.50
11054114	2DAA3AE4-0104	COLUMN SOFTWARE PBC	Dev Board Hearing, Public Hearing, CEO Car Ref.	001-8620-0400-0000	22.29
Warrant Total:					97.38
11054103	19622-0	COMMERCIAL SALES	Water for Village Office - October 2024	001-1610-0400-0000	12.23
11054103	19622-0	COMMERCIAL SALES	Water for Village Office - October 2024	004-8310-0400-0000	11.87
11054103	19622-0	COMMERCIAL SALES	Water for Village Office - October 2024	005-8110-0400-0000	11.87
11054103	C18469-0	COMMERCIAL SALES	Water for Village Office - October 2024	001-1610-0400-0000	-6.00
11054103	C18469-0	COMMERCIAL SALES	Water for Village Office - October 2024	004-8310-0400-0000	-6.00
11054103	C18469-0	COMMERCIAL SALES	Water for Village Office - October 2024	005-8110-0400-0000	-6.00
Warrant Total:					17.97
11054124	17711568 110524	CRYSTAL ROCK LLC	Potable Drinking Water Service	005-8130-0400-0000	77.45
Warrant Total:					77.45
11054084	2410-018994	CURTIS LUMBER CO. INC.	Blanket PO- October 2024	001-5410-0401-0000	57.79
11054084	2410-069833	CURTIS LUMBER CO. INC.	Blanket PO- October 2024	001-7260-0407-0000	34.10
11054084	2410-073975	CURTIS LUMBER CO. INC.	Blanket PO- October 2024	005-8130-0401-0000	13.31
11054084	2410-088015	CURTIS LUMBER CO. INC.	Blanket PO- October 2024	001-5142-0408-0000	117.91
11054084	2410-095181	CURTIS LUMBER CO. INC.	Blanket PO- October 2024	001-5410-0401-0000	299.76
11054084	2410-096990	CURTIS LUMBER CO. INC.	Blanket PO- October 2024	005-8120-0401-0000	360.58
11054084	2410-100346	CURTIS LUMBER CO. INC.	Blanket PO- October 2024	005-8120-0401-0000	-75.00
Warrant Total:					898.45
11054138	CD2025002628	DOPPELMAYR USA, INC.	Misc. parts- spring housing, protective plate, etc.	001-7260-0401-0000	896.09
Warrant Total:					896.09
11054105	509383	ENDYNE INC.	SPDES Required Testing at WWTP (Lab Testing)	005-8130-0400-0000	45.00
11054105	509471	ENDYNE INC.	Raw & Purification Water Testing at WTP	004-8330-0400-0000	50.00
11054105	509912	ENDYNE INC.	SPDES Required Testing at WWTP (Lab Testing)	005-8130-0400-0000	115.00
11054105	509913	ENDYNE INC.	SPDES Required Testing at WWTP (Lab Testing)	005-8130-0400-0000	115.00
11054105	509914	ENDYNE INC.	SPDES Required Testing at WWTP (Lab Testing)	005-8130-0400-0000	45.00
11054105	509933	ENDYNE INC.	SPDES Required Testing at WWTP (Lab Testing)	005-8130-0400-0000	45.00
11054105	511356	ENDYNE INC.	Raw & Purification Water Testing at WTP	004-8330-0400-0000	50.00

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
Warrant Total:					465.00
11054134	10045660	FR. COUNTY SOLID WASTE	DISPOSAL OF SLUDGE & GRIT SCREENING-WWTP	005-8130-0401-0000	1,036.75
11054134	20073955	FR. COUNTY SOLID WASTE	DISPOSAL OF SLUDGE & GRIT SCREENING-WWTP	005-8130-0401-0000	274.30
11054134	40090834	FR. COUNTY SOLID WASTE	BLANKET PO- TRASH DISPOSAL	001-8160-0400-0000	175.50
11054134	40092013	FR. COUNTY SOLID WASTE	BLANKET PO- TRASH DISPOSAL	001-8160-0400-0000	149.50
11054134	40092210	FR. COUNTY SOLID WASTE	BLANKET PO- TRASH DISPOSAL	001-8160-0400-0000	190.00
Warrant Total:					1,826.05
11054136	1018	GABRIEL FAUBERT	Training reimbursement - Police Academy	001-3120-0406-0000	88.60
Warrant Total:					88.60
11054110	02538.003	GOMEZ & SULLIVAN ENGINEERING	Lake Flower Dam Safety-Annual Inspection	001-8989-0400-0000	3,135.00
11054110	02582.002	GOMEZ & SULLIVAN ENGINEERING	Lake Flower STID and H/H Modeling	001-8989-0400-0000	14,522.00
Warrant Total:					17,657.00
11054130	9274465369	GRAINGER, INC.	Convex Security Mirrors	001-5110-0401-0000	370.65
11054130	9288211270	GRAINGER, INC.	Convex Security Mirrors	001-5110-0401-0000	123.55
11054130	9288501282	GRAINGER, INC.	Convex Security Mirrors	001-5110-0401-0000	123.55
Warrant Total:					370.65
11054119	1312547	HARTFORD STEAM BOILER	Boiler Certification	005-8130-0401-0000	330.00
Warrant Total:					330.00
11054137	S118809	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - October 2024	001-7260-0401-0000	14.35
11054137	S118973	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - October 2024	004-8340-0401-0000	328.44
11054137	S119273	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - October 2024	001-7260-0401-0000	25.40
11054137	S119555	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - October 2024	001-7110-0401-0000	141.13
11054137	S119606	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - October 2024	005-8130-0401-0000	14.72
Warrant Total:					524.04
11054140	45735796	KONICA MINOLTA PREMIER FINANCE	Copier Lease-PD & VO	005-8110-0400-0000	128.01
11054140	45735796	KONICA MINOLTA PREMIER FINANCE	Copier Lease-PD & VO	004-8310-0400-0000	128.01
11054140	45735796	KONICA MINOLTA PREMIER FINANCE	Copier Lease-PD & VO	001-3120-0400-0000	110.41
11054140	45735796	KONICA MINOLTA PREMIER FINANCE	Copier Lease-PD & VO	001-1610-0400-0000	131.88
Warrant Total:					498.31
11054111	A068439-IN	LIFETIME BENEFIT SOLUTIONS, INC.	PD HSA/FSA Admin Fees - October 2024	001-3120-0860-0000	198.00

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
					Warrant Total:
					198.00
11054104	11/19-11/22	LINCKLAEN HOUSE	Hotel for P Darrah (4A Course) 11/19-11/22	005-8130-0406-0000	210.00
					Warrant Total:
					210.00
11054089	001	M & T BANK	EFC Pre-financing WQIP grant #C5-5516-09-00	219-9730-0600-0000	719,250.00
					Warrant Total:
					719,250.00
11054092	NOVEMBER	MBF2, INC	2024-25 Rent "Sears" Parking Lot	001-5650-0400-0000	1,902.36
					Warrant Total:
					1,902.36
11054129	IN2140676	MES-MUNICIPAL EMERGENCY SVCS	Driver (Muncil) Turn-out coat & pants	001-3410-0401-0000	4,025.00
					Warrant Total:
					4,025.00
11054139	24-87324	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - October 2024	001-7260-0408-0000	23.68
11054139	24-87338	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - October 2024	005-8130-0410-0000	98.90
11054139	24-87338	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - October 2024	001-5132-0407-0000	33.84
11054139	24-87338	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - October 2024	001-5142-0408-0000	24.06
11054139	24-87338	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - October 2024	005-8120-0401-0000	63.80
11054139	24-87339	MIDSTATE INDUSTRIAL SUPPLY	Gutter Brooms	001-5110-0408-0000	2,870.40
11054139	24-87407	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - October 2024	001-5142-0408-0000	261.50
11054139	24-87618	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - October 2024	001-5142-0408-0000	62.00
					Warrant Total:
					3,438.18
11054135	974	Mountain Valley Mechanical, LLC	HVAC Service 1-3 Main	001-1620-0407-0000	4,800.00
					Warrant Total:
					4,800.00
11054123	F5109655	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	004-8320-0404-0000	405.63
11054123	F5109702	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	001-5132-0404-0000	117.06
11054123	F5109702	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	005-8130-0404-0000	113.61
11054123	F5109702	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	004-8320-0404-0000	113.61
11054123	F5109857	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	005-8121-0404-0000	12.63
11054123	F5109914	MX FUELS & PROPANE	Diesel- October 2024	001-5142-0409-0000	55.41
11054123	F5109914	MX FUELS & PROPANE	Diesel- October 2024F5109914	001-3410-0409-0000	569.14
11054123	F5109914	MX FUELS & PROPANE	Diesel- October 2024	001-8170-0409-0000	277.22
11054123	F5109914	MX FUELS & PROPANE	Diesel- October 2024	005-1640-0409-0000	33.92
11054123	F5109914	MX FUELS & PROPANE	Diesel- October 2024	001-8160-0409-0000	59.97
11054123	F5109914	MX FUELS & PROPANE	Diesel- October 2024	004-1640-0409-0000	33.92

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
11054123	F5109914	MX FUELS & PROPANE	Diesel- October 2024	001-1640-0409-0000	34.94
11054123	F5109914	MX FUELS & PROPANE	Diesel- October 2024	005-8120-0409-0000	459.34
11054123	F5109919	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	001-1640-0404-0000	49.82
11054123	F5109919	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	005-1640-0404-0000	48.35
11054123	F5109919	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	004-1640-0404-0000	48.35
11054123	F5109920	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	001-3410-0404-0000	336.38
11054123	F5109996	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	005-8130-0404-0000	67.67
11054123	F5110549	MX FUELS & PROPANE	Fuel Oil/Propane - October 2024	001-3410-0404-0000	321.93
11054123	F5110551	MX FUELS & PROPANE	Diesel- October 2024	001-5142-0409-0000	2,123.23
Warrant Total:					5,282.13
11054079	643910	NAPA AUTO PARTS	Blanket PO-October 2024	001-5142-0408-0000	54.56
11054079	660235	NAPA AUTO PARTS	Blanket PO-October 2024	005-8130-0410-0000	19.67
11054079	660236	NAPA AUTO PARTS	Blanket PO-October 2024	005-8130-0410-0000	19.67
11054079	660519	NAPA AUTO PARTS	Blanket PO-October 2024	001-5142-0408-0000	143.22
11054079	660721	NAPA AUTO PARTS	Blanket PO-October 2024	001-3120-0408-0000	174.52
11054079	660847	NAPA AUTO PARTS	Blanket PO-October 2024	001-7260-0408-0000	26.32
11054079	660879	NAPA AUTO PARTS	Blanket PO-October 2024	001-5142-0408-0000	295.26
11054079	660960	NAPA AUTO PARTS	Blanket PO-October 2024	001-7260-0408-0000	29.16
11054079	661180	NAPA AUTO PARTS	Blanket PO-October 2024	005-8130-0410-0000	28.99
11054079	661328	NAPA AUTO PARTS	Blanket PO-October 2024	005-8130-0410-0000	18.03
11054079	661738	NAPA AUTO PARTS	Blanket PO-October 2024	001-5142-0408-0000	331.90
Warrant Total:					1,141.30
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	001-7260-0402-0000	61.42
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	004-1640-0402-0000	30.40
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	005-8130-0402-0000	184.27
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	005-8110-0402-0000	182.43
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	001-7180-0402-0000	30.70
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	001-1490-0402-0000	41.77
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	001-3120-0402-0000	245.69
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	001-3410-0402-0000	368.54
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	001-1610-0402-0000	146.19
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	004-8310-0402-0000	182.43
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	005-1640-0402-0000	30.40
11054117	5031675521	National Business Technologies-Customer Care	Phone Contract #450-0105737-000 10/22-11/21	001-1640-0402-0000	31.33
Warrant Total:					1,535.57
11054115	10609/10610	NEW YORK STATE TEAMSTERS COUNCIL	Health Ins. Premium-Teamsters/Admin- Dec 2024	005-9060-0800-0000	71.57

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
11054115	10609/10610	NEW YORK STATE TEAMSTERS COUNCIL	Health Ins. Premium-Teamsters/Admin- Dec 2024	001-9060-0800-0000	143.14
11054115	10609/10610	NEW YORK STATE TEAMSTERS COUNCIL	Health Ins. Premium-Teamsters/Admin- Dec 2024	004-9060-0800-0000	71.57
11054115	10609/10610	NEW YORK STATE TEAMSTERS COUNCIL	Health Ins. Premium-Teamsters/Admin- Dec 2024	001-3410-0860-0000	404.07
Warrant Total:					598.78
11054093	INC-1101-28600	NORTH COUNTRY AUTO GLASS	Rear Window- 2023 F150	001-5142-0408-0000	295.00
Warrant Total:					295.00
11054106	12062024	NORTHERN LIGHTS CHOIR	Christmas Caroling - Light Up Downtown SL	001-6410-0400-0000	150.00
Warrant Total:					150.00
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	004-8320-0403-0000	4,844.82
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	005-8121-0403-0000	487.67
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	001-7110-0403-0000	84.42
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	005-8120-0403-0000	242.36
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	001-3410-0403-0000	312.79
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	001-7140-0403-0000	103.28
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	001-5182-0403-0000	20.26
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	001-7180-0403-0000	51.54
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	001-5142-0403-0000	20.61
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	001-5650-0403-0000	38.17
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	005-8130-0403-0000	5,651.96
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	001-5132-0403-0000	20.77
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	001-7260-0403-0000	262.54
11054083	235700-19649	Northern Power & Light	CDG Credits for Electric - October 2024	001-1620-0403-0000	1,091.17
Warrant Total:					13,232.30
11054132	CBS #5-000199	NYSDEC	Hazardous Substance Bulk Storage Application	005-8130-0401-0000	100.00
Warrant Total:					100.00
11054141	0017654-IN	PH & S PRODUCTS LLC	Gloves 797 Series - Blue	001-3120-0200-0000	438.00
Warrant Total:					438.00
11054133	221306	POLSINELLO LUBRICANTS	55gal. 10W30 Shell Rotella Engine Oil	001-5142-0408-0000	1,226.45
Warrant Total:					1,226.45
11054121	10831301	PowerPlan	24 volt Amber Strobe, Wire Harness	001-5142-0408-0000	340.44

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
Warrant Total:					340.44
11054090	1020-1122	PRESTON DARRAH	Meals for Training 11/19-11/22	005-8130-0406-0000	123.00
Warrant Total:					123.00
11054087	41282303	QUILL CORPORATION	Copy Paper	004-8310-0401-0000	23.71
11054087	41282303	QUILL CORPORATION	Copy Paper	001-1610-0401-0000	24.44
11054087	41282303	QUILL CORPORATION	Copy Paper	005-8110-0401-0000	23.71
Warrant Total:					71.86
11054091	10/16-10/18	REYANIN BROWN	Travel reimbursement NY Women in Law Enfor.	001-3120-0406-0000	61.00
Warrant Total:					61.00
11054077	076963-11201	ROBERTS SPORTS, LLC	Voltage Regulator/Rectifier	001-7260-0408-0000	49.95
Warrant Total:					49.95
11054099	62037	ROEMER, WALLENS, GOLD & MINEAUX LLP	PD Legal- Professional Services	001-1420-0400-0000	2,093.00
11054099	NOVEMBER	ROEMER, WALLENS, GOLD & MINEAUX LLP	Labor Relations Services June - December 2024	001-1420-0400-0000	666.66
11054099	NOVEMBER	ROEMER, WALLENS, GOLD & MINEAUX LLP	Labor Relations Services June - December 2024	005-1420-0400-0000	666.67
11054099	NOVEMBER	ROEMER, WALLENS, GOLD & MINEAUX LLP	Labor Relations Services June - December 2024	004-1420-0400-0000	666.67
Warrant Total:					4,093.00
11054120	IV66299	RR CHARLEBOIS, INC.	Oil Filters, Fuel Filters, Hose Gladhand, etc.	001-5142-0408-0000	133.92
11054120	IV66299	RR CHARLEBOIS, INC.	Oil Filters, Fuel Filters, Hose Gladhand, etc.	005-8120-0408-0000	133.92
11054120	IV66306	RR CHARLEBOIS, INC.	Oil Filters, Fuel Filters, Hose Gladhand, etc.	001-5142-0408-0000	17.85
11054120	IV66306	RR CHARLEBOIS, INC.	Oil Filters, Fuel Filters, Hose Gladhand, etc.	005-8120-0408-0000	17.85
Warrant Total:					303.54
11054116	11/11/2024	SARA-PLACID INN & SUITES	LEAF GRANT-MASTER PO	001-8620-0400-0000	6,324.94
Warrant Total:					6,324.94
11054107	764	SCOOTER'S CLEANING	Cleaning PD Station 06/01-05/31	001-3120-0400-0000	645.00
11054107	765	SCOOTER'S CLEANING	Cleaning Berkeley Green bathrooms 06/01-05/31	001-7110-0400-0000	1,400.00
Warrant Total:					2,045.00
11054081	212900	SLACK CHEMICAL CO, INC	ANNUAL SODA ASH FOR ALKALINITY	004-8330-0401-0000	-60.00
11054081	478767	SLACK CHEMICAL CO, INC	ANNUAL SODA ASH FOR ALKALINITY	004-8330-0401-0000	1,307.40
11054081	478768	SLACK CHEMICAL CO, INC	ANNUAL SODIUM HYPOCHLORITE FOR DISINFECTION	004-8330-0401-0000	1,239.72

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
Warrant Total:					2,487.12
11054095	3989695	SLIC NETWORK SOLUTIONS INC	Internet Charges	004-8310-0400-0000	77.52
11054095	3989695	SLIC NETWORK SOLUTIONS INC	Internet Charges	005-8110-0400-0000	77.52
11054095	3989695	SLIC NETWORK SOLUTIONS INC	Internet Charges	001-1680-0400-0000	79.86
Warrant Total:					234.90
11054102	INV-018987	SPRINGBROOK HOLDING CO LLC	SPRINGBOOK ANNUAL SUBSCRIPTION BILL 180-2022	004-8310-0400-0000	61.05
11054102	INV-018987	SPRINGBROOK HOLDING CO LLC	SPRINGBOOK ANNUAL SUBSCRIPTION BILL 180-2022	001-1680-0400-0000	62.90
11054102	INV-018987	SPRINGBROOK HOLDING CO LLC	SPRINGBOOK ANNUAL SUBSCRIPTION BILL 180-2022	005-8110-0400-0000	61.05
Warrant Total:					185.00
11054127	5911/1	STURDY SUPPLY	Blanket PO - October 2024	001-5110-0401-0000	219.99
11054127	5976/1	STURDY SUPPLY	Blanket PO - October 2024	001-5110-0401-0000	80.97
11054127	5999/1	STURDY SUPPLY	EV3200 Generator LT-144	001-3410-0408-0000	2,599.99
11054127	6040/1	STURDY SUPPLY	Blanket PO - October 2024	001-5410-0401-0000	79.99
Warrant Total:					2,980.94
11054082	1941311	SYMQUEST GROUP, INC.	Copier Service - Public Works	001-1490-0400-0000	9.37
11054082	1941311	SYMQUEST GROUP, INC.	Copier Service - Public Works	005-8110-0400-0000	9.09
11054082	1941311	SYMQUEST GROUP, INC.	Copier Service - Public Works	004-8310-0400-0000	9.09
Warrant Total:					27.55
11054122	65668/2	TAYLOR RENTAL CENTER	Blanket PO - October 2024	001-3410-0401-0000	21.99
11054122	65728/2	TAYLOR RENTAL CENTER	Blanket PO - October 2024	001-5142-0408-0000	340.06
11054122	9510/2	TAYLOR RENTAL CENTER	Blanket PO - October 2024	001-7110-0401-0000	55.08
11054122	9512/2	TAYLOR RENTAL CENTER	Blanket PO - October 2024	005-8130-0408-0000	45.95
11054122	9569/2	TAYLOR RENTAL CENTER	Blanket PO - October 2024	001-7110-0401-0000	6.99
11054122	9579/2	TAYLOR RENTAL CENTER	Blanket PO - October 2024	001-7110-0401-0000	45.38
Warrant Total:					515.45
11054113	18198813961	TOLLS BY MAIL	Toll Charges 08/26, 08/28 - Police Chief	001-3120-0400-0000	15.44
Warrant Total:					15.44
11054085	NOVEMBER	TOWN OF HARRIETSTOWN	2024 Lease of Office Space (June-Dec)	004-8310-0418-0000	1,145.76
11054085	NOVEMBER	TOWN OF HARRIETSTOWN	2024 Lease of Office Space (June-Dec)	001-1610-0418-0000	1,180.48
11054085	NOVEMBER	TOWN OF HARRIETSTOWN	2024 Lease of Office Space (June-Dec)	005-8110-0418-0000	1,145.76
11054085	OCTOBER	TOWN OF HARRIETSTOWN	Registrar Fees - October 2024	001-4020-0400-0000	800.00

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
Warrant Total:					4,272.00
11054131	G27546	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-5132-0401-0000	17.99
11054131	G29395	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-7110-0401-0000	53.08
11054131	G29555	TRADE CREDIT SERVICES	Blanket PO - October 2024	005-8130-0401-0000	26.97
11054131	G29590	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-7110-0401-0000	20.72
11054131	G30268	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-5110-0401-0000	43.17
11054131	G32545	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-7260-0401-0000	38.32
11054131	G32561	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-7260-0401-0000	-9.00
11054131	G32828	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-7260-0401-0000	16.19
11054131	G32937	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-7110-0401-0000	18.52
11054131	G33098	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-7110-0401-0000	5.37
11054131	G33107	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-3120-0401-0000	28.79
11054131	G33113	TRADE CREDIT SERVICES	Blanket PO - October 2024	005-8130-0401-0000	17.61
11054131	G33171	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-3120-0401-0000	6.72
11054131	G34262	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-1620-0407-0000	37.93
11054131	G34361	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-1620-0407-0000	25.16
11054131	G35224	TRADE CREDIT SERVICES	Blanket PO - October 2024	001-7110-0401-0000	19.79
Warrant Total:					367.33
11054097	3880771	UPSTONE MATERIALS INC	Blanket PO	001-5110-0401-0000	1,103.73
11054097	3881189	UPSTONE MATERIALS INC	Blanket PO	001-5110-0401-0000	473.14
11054097	3884865	UPSTONE MATERIALS INC	Blanket PO	001-1620-0200-0000	869.53
11054097	3897711	UPSTONE MATERIALS INC	Blanket PO	001-5110-0401-0000	1,583.98
11054097	3898248 RI	UPSTONE MATERIALS INC	Blanket PO	001-5112-0200-0000	15,232.00
Warrant Total:					19,262.38
11054078	INV00517556	USA BLUEBOOK	Phosphate Acid, Imhoff cones, Sorbent Pads, etc.	004-8320-0401-0000	503.10
11054078	INV00517592	USA BLUEBOOK	Phosphate Acid, Imhoff cones, Sorbent Pads, etc.	005-8130-0401-0000	679.17
11054078	INV00518781	USA BLUEBOOK	Phosphate Acid, Imhoff cones, Sorbent Pads, etc.	004-8320-0401-0000	31.41
11054078	INV00518781	USA BLUEBOOK	Phosphate Acid, Imhoff cones, Sorbent Pads, etc.	005-8130-0401-0000	26.94
11054078	INV00531655	USA BLUEBOOK	Mechanical Float	005-8120-0401-0000	300.30
Warrant Total:					1,540.92
11054125	100465	VAN BORTEL FORD, INC.	Ford F550 4x4 Dump Truck	005-8120-0200-0000	24,500.00
11054125	100465	VAN BORTEL FORD, INC.	Ford F550 4x4 Dump Truck	005-1640-0200-0000	9,263.91
11054125	100465	VAN BORTEL FORD, INC.	Ford F550 4x4 Dump Truck	004-1640-0200-0000	9,263.91
11054125	100465	VAN BORTEL FORD, INC.	Ford F550 4x4 Dump Truck	001-1640-0200-0000	9,263.91
11054125	100465	VAN BORTEL FORD, INC.	Ford F550 4x4 Dump Truck	004-8340-0200-0000	24,500.00

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
Warrant Total:					76,791.73
11054086	9977040990	VERIZON WIRELESS	PD Cell Phone Bill 09/24-10/23	001-3120-0402-0000	290.06
Warrant Total:					290.06
11054080	4536906	VIKING-CIVES USA	Tension rake, shaft, mixing tine assembly, etc.	001-5142-0408-0000	2,705.28
Warrant Total:					2,705.28
11054094	250047227	W.B. MASON CO., INC.	Batteries, Ink/toner	001-3120-0401-0000	192.61
Warrant Total:					192.61
11054101	2576	WARRENSBURG LAUNDRY & DRY CLEANING	PD Laundry Services - October 2024	001-3120-0400-0000	71.43
Warrant Total:					71.43
11054126	100740024	WEX BANK	Gas Card Charges - October 2024	001-7110-0409-0000	526.07
11054126	100740024	WEX BANK	Gas Card Charges - October 2024	001-8620-0406-0000	143.20
11054126	100740024	WEX BANK	Gas Card Charges - October 2024	001-5110-0409-0000	865.30
11054126	100740024	WEX BANK	Gas Card Charges - October 2024	001-3410-0409-0000	123.65
11054126	100740024	WEX BANK	Gas Card Charges - October 2024	004-8340-0409-0000	517.98
11054126	100740024	WEX BANK	Gas Card Charges - October 2024	001-3120-0409-0000	1,822.99
11054126	100740024	WEX BANK	Gas Card Charges - October 2024	005-8120-0409-0000	456.54
Warrant Total:					4,455.73
Report Total:					924,494.35

Accounts Payable

Voucher Approval Document

User: accounts payable@saranaclakny.gov
Printed: 11/08/2024 - 1:49PM
Batch: 00002.11.2024 - Vouchers 2024-11-11



ABSTRACT OF CLAIMS FOR VILLAGE OF SARANAC LAKE

The claims set forth bearing numbers _____ to _____ have been audited and allowed by us being the Mayor & Trustees of the Village Board.
Mayor/Trustee: _____ Date: _____

TO THE TREASURER OF THE VILLAGE

You are hereby authorized and directed to pay to the order of the following vendors the various amounts in payment of Claims hereinafter set forth, numbered the same as above inclusive, which have been audited and allowed and are chargeable to the fund and appropriation account as designated.

Fund	Description	Amount
001	GENERAL FUND	110,597.35
004	WATER FUND	45,987.59
005	SEWER FUND	48,659.41
219	UV DISINFECTION PROJECT	719,250.00
Report Total:		924,494.35

VILLAGE BOARD REGULAR MEETING

Monday, October 28, 2024

Regular Meeting began at 5:30 PM and ended at 8:00 PM

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

Meeting Recording

https://us02web.zoom.us/rec/share/IQZNqcUsLiLUwWTOG8qo2yilOqBQ1DCMCNK2j7S-atXeYbKaBLqmu_ffbCrmquMHN.vfsDKamYGSaLnL6?startTime=1730150778000

Passcode: =&!RA6#s

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL FOR REGULAR MEETING: Present, Mayor James Williams

Trustees: Present, Trustee Brunette, Trustee Ryan, and Trustee White. Absent, Trustee Scollin.

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 \$200,576.63 batch number 10282024. Complete detail of these vouchers is attached and made part of these minutes.

Motion: Ryan Second: White

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

APPROVAL OF MINUTES:

Chair Mayor Williams called for a motion to approve these minutes

Motion: White Second: Ryan

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

VILLAGE MANAGERS REPORT

PUBLIC COMMENT:

Mark Wilson public comment suggestions, armory concerns, and capital improvement project costs

Jeremy Evans gratitude to Village for Bill 148-2024

ITEMS FOR BOARD ACTION:

Bill 152-2024 Resolution to authorize the Village Manager to provisionally hire Blake Darrah as DPW Supervisor

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: White

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

Bill 153-2024 Resolution to award bid to MX Fuels for delivery of propane, diesel, kerosene, and heating fuel for the Village

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

Chair Mayor Williams called for a motion

Motion: White Second: Ryan

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

Bill 154-2024 Resolution authorizing re-levy of unpaid Village Taxes and District Water/Sewer Billings to town/county tax bills

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

Chair Mayor Williams called for a motion

Motion: White Second: Brunette

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

Bill 155-2024 Mount Pisgah Rates for the 2024-2025 Ski Season

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

Chair Mayor Williams called for a motion

Motion: White Second: Brunette

Motion to Table: Brunette Second: White

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

Bill 156-2024 Overnight Travel and Training for Wastewater Treatment Plant Employee

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: Brunette

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

Bill 157-2024 Authorize agreement with FOMP

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: White Second: Brunette

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

Bill 158-2024 Resolution approving the acceptance of \$5,000 from Franklin County for Park Signs in the Village

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 Amend: White Second: Brunette

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

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

Bill 159-2024 Call for a Public Hearing to amend Local Law 4-2023 extending short-term rental Moratorium

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: White

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

Bill 160-2024 Resolution to approve the use of Equipment Reserve to cover the purchase of vehicle for Code Enforcement Officer

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: White

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

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

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: Brunette

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

Bill 162-2024 Resolution to approve short-term rental renewal application

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: White

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

Bill 163-2024 Authorize raises for employees responsible for Capital Improvement Projects

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: White

Motion to Table: Ryan Second: White

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

Bill 164-2024 Resolution approving the amendment of "Tom Booth Whitewater Park" name to "Boothe River Park"

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

Chair Mayor Williams called for a motion

Motion: White Second: Brunette

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

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

NEW BUSINESS: DOT Discussion

PUBLIC COMMENT SECTION:

Mark Wilson on move of PD to Armory and pace of EMS Facility Project

Jeremy Evans gratitude of Trustee Ryan letter to DOT and language of STR moratorium

EXECUTIVE SESSION: Proposed Lease of property

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

Motion: Williams Second: Ryan

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

Chair Mayor Williams called for a motion to exit Executive Session

Motion: White Second: Williams

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

MOTION TO ADJOURN:

Chair Mayor Williams called for a motion to adjourn

Motion: White Second: Williams

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



ROOST's Program of Work

Zartico Audience Insights

- **Demographic Profile (by cardholder)**
 - Family Cardholders: 52.80%
 - Cardholders 55+: 43.82%
 - Overnight Trips: 50%
- **Top Geographic Markets (by DMA via geolocation data)**
 - New York, NY: 19.6%
 - Albany-Schenectady-Troy, NY: 17.5%
 - Syracuse, NY: 8.2%
- **Look-to-Book Window (Time between visiting website and arrival)**
 - Overall: 49 days
 - New York, NY: 43 days
 - Albany-Schenectady-Troy, NY: 41 days
 - Syracuse, NY: 44 days
- **Supporting Data Initiatives**
 - Leveraging data-driven insights to optimize marketing efforts
 - Improved targeting based on visitor spending trends
 - Enhanced understanding of high-visitation areas and tourism pressure points

Recent Analysis

- Cross-region visitation of Saranac Lake travelers to:
 - Tupper Lake Wild Center
 - Lake Placid Legacy Sites
 - Saranac Lake Winter Carnival visitor trends
 - Regional campsite visitation and spending patterns

Community Support Initiatives

- **Insider** - Through our *community calendar* and *Insider emails*, we are able to enhance local events, providing a robust calendar to locals and visitors alike.

- **ShopADK** - An ongoing campaign to support local businesses through marketing efforts and collaborations with Saranac Lake Area Chamber of Commerce, enhanced with our new *Packages and Promotions* feature.

Event Support

ROOST provides a range of event support, including:

- Sponsorship and in-kind marketing support, such as paid advertising, print or radio ads
- Printed materials, like brochures, flyers, and other collateral
- Press releases
- Participation on planning committees and day-of support

ROOST also participates in local community events, such as the Tri-Lakes Business Expo, Saranac Lake Community Resource Day and Job Fair, and more.

Key Events Supported by ROOST:

- High Peaks Harvest Fest
- Saranac Lake Holiday Stroll
- North Country New Year
- Saranac Lake Winter Carnival events
- Saranac Lake P3
- Savor ADK
- Mountain MudFest
- Celebrate Paddling events
- Willard Hammer and 90 Miler races
- Tri-Lakes PRIDE
- Can-Am Rugby and Family Festival
- ArtWalks and ArtMarkets
- Music on the Green
- Northern Current Music Fest
- Olga Memorial Race / Pat Stratton Ride
- ADK Nature Festival for People with Disabilities
- Launch of new Saranac Lake Village events, and much more!

PR Efforts

Third-Party Media Placements

ROOST has significantly increased Saranac Lake's media visibility, showcasing the region in high-profile publications.

Summary of Article Placements

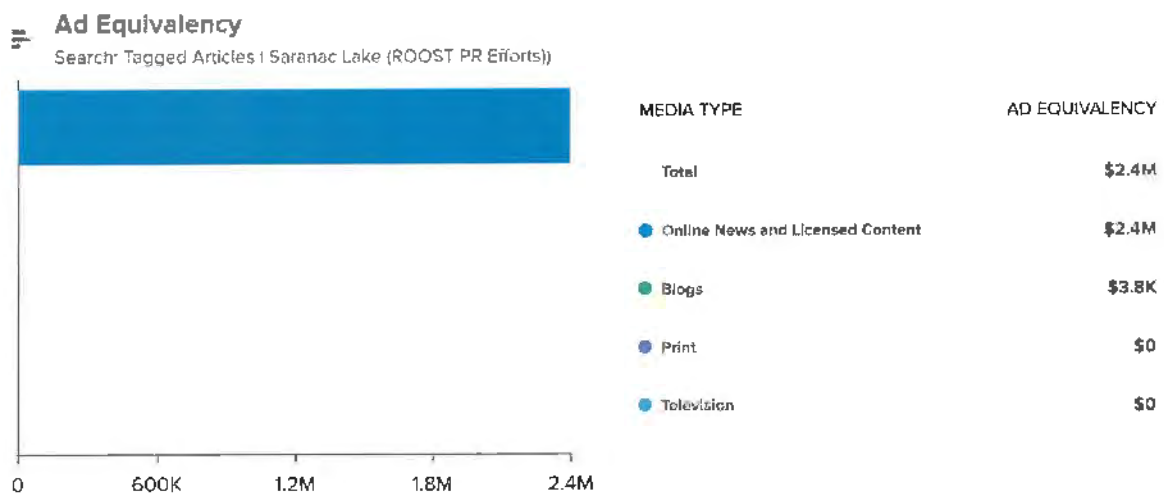
- 2024 Total Articles (YTD): 205

- 2024 Articles by ROOST (YTD): 100

Key Publications Featuring Saranac Lake include:

- Forbes
- Boston Globe
- Travel + Leisure
- Condé Nast Traveler
- Country Living
- AARP
- HGTV

These placements enhance the region's profile, attracting a broader audience and positioning Saranac Lake as a premier destination.



Page 4

Jan 1, 2024 to Nov 8, 2024

Media Acquisition

- Ongoing acquisition of photo and video assets to keep digital platforms current, aligned with seasonal campaigns, new businesses, events, and other interests.

Design Projects

ROOST supports design needs for various materials, including:

- **Signage** - Downtown District and Welcome Center signs, Saranac Lake Free WiFi signs, Moody Pond signage

- **Event Materials** - Event-specific logos, branding, and printed collateral
- **Stickers** - Saranac Lake branded stickers for community outreach

Large Project Updates

- **Saranac Lake 6er Challenge & Baker Mountain** - Transferred the Saranac Lake 6er Challenge program to the Saranac Lake Chamber, providing updated print materials and ongoing support. Collaborating with the Towns of St. Armand and North Elba on new signage at Moody Pond to manage parking and visitor flow, easing pressure on Baker Mountain.
- **Adirondack Rail Trail** - Continuing an integrated marketing initiative to promote the Adirondack Rail Trail, developing cohesive signage and promotional resources. Materials will include printed and digital information on access points, planning, distances, amenities, and points of interest.
- **250th Commemoration of the American Revolution and the signing of the Declaration of Independence** - Throughout the commemoration period, promoting Fort Ticonderoga and surrounding historical sites to position the region as a top cultural and heritage destination, encouraging exploration across the area, including Saranac Lake.
- **Website Upgrade** - Implementing the new, centralized ADK Data system for enhanced functionality on SaranacLake.com, with an upgrade in 2025 to improve content display and user experience.
- **Group Travel** - Working with regional partners to develop strategies for increasing utilization and revenue for the Saranac Lake Civic Center and other assets. Efforts focus on attracting group travel, enhancing mid-week and shoulder season opportunities, and promoting local lodging options to support this growth.

PUBLIC HEARING

AMENDMENT TO SHORT-TERM RENTAL MORATORIUM LAW

**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 public's input on the proposed Local Law amending the Village of Saranac Lake Unified Development Code.

**VILLAGE OF SARANAC LAKE
LOCAL LAW NO. # 3 OF 2023**

**A LOCAL LAW TO AMEND THE VILLAGE OF SARANAC LAKE
UNIFIED DEVELOPMENT CODE**

SECTION 1: TITLE.

This local law shall be cited as Local Law No. 3 of 2023 of the Village of Saranac Lake and entitled "Short-Term Rental Law."

SECTION 2: LEGISLATIVE INTENT AND PURPOSE.

This local law amends Chapter 106 of the Village Code to provide amendments to the Village's Unified Development Code. The purpose of this local law is to address the use of Short-Term Rental Units [hereafter STRs] within the Village of Saranac Lake; in an effort to mitigate the impact of STRs on the Village; ensure the safety of STRs; and ensure that certain concerns and opportunities, including but not limited to, the following are addressed:

- A. Balance the needs and rights of all residents;
- B. Protect residents from external forces affecting housing access and affordability;
- C. Provide stability and a high quality of life for Village residents;
- D. Provide Village residents with the opportunity to benefit from tourism;
- E. Provide great benefit to the community when operated appropriately by Village residents.

The continued operation of Pre-Existing STRs must also be addressed with an appreciation for the substantial investments that have often been made by the owners of those properties and/or their reliance on income from those properties. The Village acknowledges that it has allowed Pre-Existing STRs to be developed and operated without any zoning regulation or required approvals and that zoning regulation of STRs has only recently evolved.

Accordingly, as a matter of fairness to these owners, the Village Board finds that Pre-Existing STRs should be allowed to continue to operate so long as they comply with requirements deemed necessary by the Village for the protection of public health, safety, and welfare. To achieve the desired balance of needs and rights, however, residents living near Pre-Existing STRs should have the opportunity to comment on their operation.

Overall, it is the Village Board's goal to see a respectful dialogue between Pre-Existing STR owners and potentially impacted neighbors facilitated by the Development Board through the Special Use Permit process.

This Local Law imposes mandatory regulations and requirements on all Village of Saranac Lake property owners currently renting, or planning to operate, one or more STRs, as defined herein. The purpose of such regulations and requirements is to assure that the properties being rented meet certain minimum safety and regulatory requirements thereby protecting the property owners, the occupants of such housing, and the residents of the Village of Saranac Lake.

SECTION 3: AUTHORITY.

This Local Law is adopted in accordance with Article 7 of the Village Law of the State of New York, which grants the Village of Saranac Lake the authority to regulate and restrict the location and use of buildings, structures, and land for trade, industry, and residence, for the purpose of promoting the health, safety, morals, or general welfare of the community, and in accordance with Municipal Home Rule Law, Article 2, Section 10, that gives the Village of Saranac Lake the power to protect and enhance its physical and visual environment.

The Village Board of Trustees authorizes the Development Board to issue Special Use Permits to property owners to use their properties as STRs, per the provisions set forth in this local law. The STR Permit Administrator may, thereafter, issue or deny STR renewal permits. Applications for permits to operate STRs shall be processed under the procedures set forth in the Development Code and this local law.

SECTION 4: APPLICABLE LAW.

All property owners desiring to operate an STR must comply with the regulations of this local law. However, nothing in this local law shall alter, affect, or supersede any regulations or requirements of the Village of Saranac Lake Development Code, any regulations or requirements imposed by Franklin or Essex Counties, or any State or Federal regulations or requirements, and all property owners must continue to comply with such regulations or requirements.

Except as temporarily provided herein for Pre-Existing STRs, no operation of an STR unit shall occur except pursuant to a valid Special Use Permit issued by the Village of Saranac Lake Development Board and an STR permit issued by the STR Permit Administrator. Such STR permits shall be valid for up to a one-year period, expiring on January 31st of the following year.

SECTION 5: DEFINITIONS.

Article II, Section 106-6 of the Development Code entitled "Definitions" is hereby amended by adding the following new definitions:

Access: The place, means, or way by which pedestrians and or vehicles shall have safe, adequate, and usable ingress and egress to a property, structure, or use.

Bedroom: Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

Building Code: The New York State Uniform Fire Prevention and Building Code as promulgated by the New York State Building Code Commission pursuant to Article 18 of the New York Executive Law.

Camping: The use of a property as a site for sleeping outside; or for the temporary parking of occupied travel or pop-up trailers, motor homes, truck campers, tents, and all buildings and facilities pertaining thereto to serve as temporary residences.

Dwelling Unit: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Host-Pre-Existing-Owner: A person who owns the real property within which the STR is located and has lawfully been in operation as of January 31, 2023.

Host-Resident-Owner: A person whose legal primary residence is within the Village of Saranac Lake, and can provide proof of such residency, and owns the real property within which the STR is to be located.

House Rules: A set of rules that applies to renters of an STR unit while occupying the unit, set forth by the property owner prior to any rental occurrence or lease.

Primary Residence: A person's domicile where they usually live. A primary residence is considered to be a legal residence for the purpose of income tax and voting registration.

Rental: An agreement granting use or possession of a residence, in whole or in part, to a person or group in exchange for consideration valued in money, goods, labor, credits, or other valuable consideration.

Rental Arbitrage: The practice of renting or leasing properties and subletting them on STR platforms with or without knowledge or consent of the property owner.

Short-Term Rental (STR): The use of a lot for the rental or lease of any, or part of any, residential use dwelling unit, for a period no more than thirty (30) days. The STR may occur within an entire dwelling, in rooms within a dwelling, or in a separate attached or detached dwelling unit or units on the parcel. Motels, hotels, resorts, inns, and beds & breakfasts, as defined in this chapter, are excluded from this definition.

Short-Term Rental Permit: A Permit issued and renewed through the STR Permit Administrator. All applicants must be issued a Special Use Permit by the Development Board before an STR Permit can be issued for the first time.

Short-Term Rental Permit Administrator: A person(s) designated by the Village Board to issue STR permits and annual renewals.

Short-Term Rental Unit: Dwelling units or rooms used as STRs.

Short-Term Rental Pre-Existing: An STR, as defined herein, which is lawfully in operation as of January 31, 2023 and is authorized to continue operation pursuant to the provisions of subsection 106-14.3 of these regulations.

Short-Term Rental New: An STR not lawfully in operation as of January 31, 2023.

Sleeping Unit: A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both.

Wastewater: Includes, but is not limited to laundry, toilets, and showers.

Article II, Section 106-6 of the Development Code entitled "Definitions" is hereby amended by removing the following existing definitions:

Housekeeping Cottage: A one-story building containing a single unit made up of a room or group of rooms, containing facilities for eating, sleeping, bathing and cooking, rented to transient guests for a period usually not exceeding 30 days.

Districts where permitted.

Section 106-40 of the Development Code entitled "Schedule of Use Regulations" is hereby amended to include Short-term Rental as a new residential land use type requiring special use permit in all districts.

SECTION 6: SUPPLEMENTAL STANDARDS.

Article XIV of the Development Code entitled "Supplemental Standards" is hereby amended by the addition of new section 106-104.2 entitled "Short-Term Rentals" as follows.

Ownership of Properties.

Properties must be owned by an individual, individuals, sole proprietorship, general partnership, limited liability partnership, limited liability company, or S corporation. No property owned by any other type of corporation shall qualify for a permit.

A general partnership, limited liability partnership, limited liability company, or S corporation must disclose names of all partners and/or members when applying. Any changes in partners and/or members shall be provided in writing to the STR Permit Administrator within thirty (30) days.

Individually owned properties must be owned by a Host-Resident-Owner, as defined above, to qualify for a New STR Permit. At least one owner, with at least 25% ownership of proposed STR property, (1) owner of a general partnership, limited liability partnership, a limited liability company, or an S-Corp must be a Host-Resident-Owner, as defined above, to qualify for a New STR Permit.

Host-Pre-Existing-Owners are exempt from the Host-Resident-Owner requirement.

Short-Term Rentals Pre-Existing.

Property owners who operate a Pre-Existing STR, as of the effective date of this local law, shall have 60 days from such date to apply for a Special Use Permit for a minor project from the Development Board.

Continued operation of a Pre-Existing STR may occur so long as an application for Special Use Permit is diligently pursued and until such time as approval, or approval with conditions, is granted by the Development Board and an STR Permit is issued by the STR Permit Administrator.

Special Use Permit application fees shall be applied to Pre-Existing STRs application fees for permit to operate. New STRs will be required to pay both special use permit and STR permit fees associated. Procedures for notices for public hearings are outlined in section 106-20. (Notices of public hearings required by this code shall be provided by Village publication in a newspaper of general circulation within the Village at least 10 days prior to the hearing. Within the same time frame, a copy of the notice shall also be provided by the applicant by certified mail to all owners within 200 feet of the Tax Map parcel on which the applicant's project is proposed. Proof of certified mailing upon such individual property owners shall be provided to the Director before the public hearing is held. The applicant shall also post a conspicuous, waterproof copy of the notice at the site of the proposed project at least 10 days prior to the date of the hearing.)

To qualify as a Pre-Existing STR, within 60 days of the effective date of this local law, a property owner shall submit a complete a Special Use Permit application and an STR Permit application to the STR Permit Administrator and the following documentation:

1. A Franklin or Essex County Certificate of Authority to collect occupancy tax.
2. Proof of operation as a STR between January 31, 2022, and January 31, 2023.

Any property owner who fails to produce such documentation shall not qualify as a Pre-Existing STR and shall cease operation until a Special Use Permit is approved by the Development Board and an STR permit is issued by the STR Permit Administrator.

After a public hearing, the Development Board shall approve Pre-Existing STRs, but shall have the authority to impose reasonable, site-specific conditions in addition to these regulations to address valid impacts. Any conditions shall be limited to reasonable measures required in order to minimize impacts on the neighborhoods where Pre-Existing STRs are located.

Short-Term Rental Permit Cap.

The Village of Saranac Lake Board of Trustees will set a maximum number of STR permits allowed during any given period, in order to protect the health and safety of the residents of the Village of Saranac Lake. The maximum number of New STR permits issued Village-wide between the effective date of this local law and January 31, 2024, shall not exceed 10.

The caps on available permits (not including those deemed to be Pre-Existing) shall be established by the zoning district and may be reviewed annually.

Exemptions to the caps 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 to the caps that may be granted by the Board of Trustees shall first require a public hearing.

General STR Permit Regulations.

All STRs shall conform with applicable sections of the Village Code, a Special Use Permit, and the following regulations:

Camping. Camping is not permitted on properties where an STR is permitted.

Display. Permit must be displayed in the dwelling unit in a place where it is easily visible to the occupants. STRs shall have posted on or about the inside of the front or main door of each dwelling unit a card listing emergency contact information and House Rules.

Noise. STRs must obey local noise ordinance.

Occupancy. The Code Enforcement Officer shall establish the maximum occupancy. The Code Enforcement Officer shall limit the number of occupants per the provisions of NYS Property Maintenance Code. Occupancy limits shall be strictly enforced by the owner.

Parking. Parking shall be allowed solely in approved off-street or legal on-street parking spaces.

Rental Arbitrage. Rental Arbitrage is not permitted on properties where an STR is permitted.

Rubbish & Garbage. The owner is responsible for all refuse and garbage removal. Rubbish & garbage management and storage shall conform to section 106-96.

Signage. Exterior advertising signs are prohibited, however an STR may display one non-illuminated accessory use freestanding or wall sign not to exceed four (4) square feet in area to identify the STR. The sign shall conform to the Signage Design Standards.

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.

Validity. STR permits shall be valid for up to one year. An STR permit issued in any given year will expire on January 31 of the next calendar year. All 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.

Application Forms.

Application forms for an STR permit shall be developed by Village staff and authorized for implementation/revision by the Village Board.

Fee.

A nonrefundable STR permit application fee shall be established by resolution of the Village of Saranac Lake Board of Trustees for each dwelling unit that functions as or contains at least one STR unit. Such permit fee shall be submitted with each new application and each annual renewal application. An application shall not be deemed complete unless the permit fee is received.

Application Process.

The initial application to operate an STR shall include both a Special Use Permit application and an STR Permit application submitted to the Director. The Special Use Permit application will be reviewed by the Development Board. If the Special Use Permit is approved, the STR Permit application will be reviewed by the STR Permit Administrator. The two applications shall include the following:

Proof of Ownership in the form of a Deed or Land Contract.

Certificate of Authority to collect occupancy tax. Copy of the corresponding Franklin or Essex County Certificate of Authority to collect occupancy tax.

Contact Information. The names, addresses, email address(es), and day/night telephone numbers of the property owner(s), host or property manager. List the contacts in the order that should be contacted.

Description. A floor plan of each property, including the dimensions of all rooms, occupancy of each bedroom and the methods of ingress and egress (examples: doors and windows).

Site Plan. The applicant shall submit a plan of the property showing approximate property boundaries and existing features, including buildings, structures, driveway, the number and location of parking spaces, dumpsters or garbage receptacle locations, firepits, streets and neighboring buildings within ten (10) feet of the property line.

Hosting Platform Information. Names and URLs for all hosting platforms (including, but not limited to, Airbnb, VRBO, etc.), websites, social media platforms (including, but not limited to, Facebook and Instagram) used by the applicant for advertisement of the STR. Any changes or additions to this information shall be reported on the renewal permit application.

House Rules. A copy of the House Rules that will be posted.

Water and Sewer/Septic. The source of the water and sewer/septic service shall be stated on the application and the permit. Sewer/septic systems shall be functioning. The type, size, and location of the septic system (if applicable) shall also be stated on the application.

For Pre-Existing STR applications, submit proof of lawful operation as of January 31, 2023. Acceptable forms of proof include copies of occupancy tax payments, Certificate of Authority to Collect Occupancy Tax, or a dated screen shot of listing on an advertising platform.

For New STR applications, submit proof of residency. Acceptable forms of proof include a copy of a license or state-issued ID or voter registration.

Application Review.

Upon receipt of the application and fee, the Director shall determine if the applicant has complied with all the requirements of this local law, the Development Code, and any applicable federal, state, county, or local laws. If the applicant has fully complied, then the Development Board may issue the property owner a Special Use Permit for an STR after a public hearing. Based on the approval of such a Special Use Permit, the STR Permit Administrator may issue a renewable STR permit. No more than one application for short-term rental new host-resident-owner will be permitted in a 30 day period.

Renewal Permits.

A renewal permit application with the renewal application fee must be submitted to the STR Permit Administrator annually. Permit holders shall be able to apply for renewal permits from November 1 through January 15 and shall be allowed to continue to operate until a determination is made on their application. Any applicant who applies for an STR permit and did not hold a permit the immediate prior year, shall be considered an initial applicant and not a renewal applicant. The STR Permit Administrator may deny a renewal application based on noncompliance with the

regulations contained in this section 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.

Inspections.

No initial or renewal permits may be issued without all owners of the property signing an affidavit attesting to compliance with all required elements of the submitted application, and all fire, safety, and building codes, including, but not limited to;

There shall be one functioning smoke detector in each bedroom and at least one functioning smoke detector in at least one other room, one functioning fire extinguisher, in the kitchen and at each primary exit. At least one carbon monoxide detector is required if a source of combustion is present in the STR.

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.

GFI's must be present in all kitchens and bathrooms.

After issuance of a Special Use Permit, the STR may be inspected by the Code Enforcement Officer to verify compliance with the New York State Uniform Fire Prevention and Building Code and all requirements of the Special Use Permit. An STR which is not in compliance with conditions of the Special Use Permit shall not receive an STR permit.

House Rules.

STR properties shall post for renters of each STR unit a listing of House Rules. House Rules shall include, at minimum, the following:

Camping. Camping is not permitted.

Commercial Use. STR units shall not be permitted to be used for any other commercial use or commercial event space.

Contact Information. The names, addresses, email address(es), and day/night telephone numbers of the property owner(s)/manager(s).

Description. An emergency exit egress plan and the location of fire extinguishers. Identification of the property lines and a statement emphasizing that unit occupants may be liable for illegal trespassing.

Fires. If allowed by the property owner, instructions for fires in indoor fireplaces or wood stoves. If not allowed by the property owner, a statement to that effect.

Noise. Noise shall be kept at a reasonable level. Unreasonably loud, disturbing, and unnecessary noise should not occur, including during quiet hours between 10:00 p.m. and 7:00 a.m.

Parking. Parking shall be allowed solely in approved off-street or legal on-street parking spaces.

Pool. If the property has a pool, hot tub, or other swimming appurtenance [hereafter pool], a clear list of requirements related to use of the pool, including explanation of the use of any required barriers, barrier latches, alarms, electrical disconnects, etc.

Rubbish & Garbage. Identification of the procedures for disposal of rubbish and garbage.

Complaints.

Complaints regarding noise of an STR shall be made to the Village of Saranac Lake Police Department.

Complaints regarding the operation of an STR shall be made in writing to the Code Enforcement Officer.

Upon receipt of a complaint of violation, the Code Enforcement Officer shall investigate to determine the presence of a violation. Upon finding that a violation was or is currently occurring, the Code Enforcement Officer shall issue a notice detailing the alleged violation(s) as determined in accordance with Village Code. Such notice shall also specify what corrective action is required, and the date by which action shall be taken. No renewal permit shall be issued until violation(s) are resolved.

Penalties for Offenses.

Operation of an STR without a permit will result in fines outlined in the Fine and Fee Schedule. The Code Enforcement officer may bring a criminal or civil proceeding in Town Court for enforcement of this section.

Severability.

If any part or provision of this local law is judged invalid by any court of competent jurisdiction, such judgment shall be confined in application to the part or provision directly on which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Law or the application thereof to other persons or circumstances. The Village hereby declares that it would have enacted the remainder of this Law even without such part, provision, or application.

Effective Date.

This local law shall become effective immediately upon its filing in the office of the New York Secretary of State pursuant to Section 27 of the Municipal Home Rule Law.

Dear Members of the Village Board,

I am writing to express my support for revisiting and amending the current pricing structure for ticket sales at Mt. Pisgah. Specifically, I urge the board to establish uniform ticket prices for both in-village and non-village residents. This change is crucial for ensuring the long-term viability of this cherished local asset. The current policy of charging visitors living outside the village boundary more overlooks the shared identity of the region and undermines collective investment in Mt. Pisgah's future.

The pricing disparity for children under four and senior citizens 65+ is especially significant, with a difference exceeding 80% between village and non-village residents visiting Mt. Pisgah. This gap disproportionately affects some of the mountain's most loyal visitors. As a family-oriented ski hill where young children learn to ski and snowboard, Mt. Pisgah thrives on the presence of seniors teaching their grandchildren. Having volunteered for the past three years with Friends of Mt. Pisgah, teaching lessons and organizing candy bar races, I have seen firsthand how vital these age groups are to the mountain's community. Ensuring fair and consistent pricing would support these cherished traditions and strengthen Mt. Pisgah's role as an inclusive, family-friendly destination.

Mt. Pisgah plays an essential role in the recreational life of Saranac Lake community and the surrounding Tri-Lakes area. Beyond being a hub for outdoor recreation, it contributes to community well-being, promotes tourism, and serves as a unique venue for local events. Maintaining and improving this vital resource should be a shared responsibility that benefits all who live, work, and play here—regardless of their address.

A unified pricing model would send a powerful message that Mt. Pisgah belongs to everyone who values and supports it. It would encourage broader participation, making residents from both counties and neighboring areas feel equally valued and welcomed. This inclusivity would also lead to greater financial support, increased attendance, and enhanced fundraising potential—key factors in addressing the urgent need for snowmaking upgrades and overall sustainability.

Thank you for considering this proposal. I believe this change would foster a stronger, more inclusive community and support Mt. Pisgah's continued role as a pillar of local recreation and tourism.

Sincerely,

Mary Newman Fox

Vice President, Friends of Mt. Pisgah

Village of Saranac Lake Resident



BERKSHIRE | Adirondack Premier Properties
HATHAWAY
HomeServices

Date: November 8, 2024

Katie Fischer

23 Branch Farm Road, Saranac Lake, NY

To: Whom it may concern:

I am writing to the Saranac Lake Village board concerning ski pass pricing. As the President of Saranac Lake Ski Club and Friends of Mt. Pisgah I feel passionately that the ski pass prices for Mt. Pisgah should be consistent whether you are a village resident or not. Our goal is to sell as many ski passes as possible to foster a sense of community, promote exercise and an appreciation for living in the Adirondacks. I think that charging a higher price for non-village resident could discourage them to purchase.

We are in the process of a large community fundraiser for snowmaking, and we do not separate village verses non village. We are one community, welcome everyone equally and need everyone to support our mountain no matter where you live. Our volunteers make snow, help teach a lifelong sport to our children and foster a fun, warm atmosphere at very affordable ski lesson prices as well as scholarships for those in need.

I feel that many of the families that live in the outskirts of Saranac Lake cannot afford the price to live in the village and with the additional effort of time and gas that it takes to bring your children to the mountain a consistently priced ski pass is crucial.

It does take a village to raise a child and I feel as though it is our job to encourage everyone to utilize Mt. Pisgah, the difference in the season pass price could be the difference for one child to have a pass or not and that is one child too many.

Thank you for your consideration.

Katie Fischer

Amanda Hopf

From: Laura-Jean Schwartau <schwarl@plattsburgh.edu>
Sent: Monday, November 11, 2024 4:13 PM
To: Amanda Hopf
Subject: Mt. Pisgah ticket pricing

You don't often get email from schwarl@plattsburgh.edu. [Learn why this is important](#)

To Mayor Williams and S.L. Board members,

I am in favor of you changing the ticket pricing for Mount Pisgah to include one price for SL residents as well as Saranac Lake School District area residents. Perhaps you could also extend this to the Tri-Lakes School District members.

I do think there should be some consideration to locals.

But I am also not opposed to you making a blanket price for all, even including visitors to the mountain if it makes things easier for Mt. Pisgah staff.

Tnx ☐

--

LAURA-JEAN SCHWARTAU-SWANSON

Theatre Department
124 Myers F.A. Bldg.
101 Broad Street
Plattsburgh, NY 12901

plattsburgh.edu





Saranac Lake Police Department

1 Main Street
Saranac Lake, NY 12983-1795

Telephone: (518) 891-4428
Fax: (518) 891-6321

Chief of Police: Darin M. Perrotte



Saranac Lake Police Department-Activity Report

Submitted November 1st, 2024

For the Month of October 2024:

Total Calls for Service: 327

Total arrests: 16

Mental Hygiene Law arrests: 3 (included in total)

Accident investigations: 11

Administrative:

-Chief Perrotte attended the International Association of Chiefs of Police Conference in Boston. This Conference is the largest law enforcement conference held annually and brings together leaders in Law Enforcement from all over the globe to discuss Public Safety matters and to view new technology.

-Sgt. Brown and Officer Beebe attended the NY Women in Law Enforcement Conference in Lake Placid last week. This Conference brings together women in law enforcement roles to discuss matters relating to Public Safety especially from the perspective of a female Police Officer.

-Sgt. Brown and Chief Perrotte met with student staff from North Country Community College to discuss matters relative to Public Safety for the College Community. It was a very productive conversation between the two groups and we hope to build upon it in the future.

-Chief Perrotte attended the final North Country Honor Flight of the season. There were multiple Saranac Lake area Veterans who were on this flight. As always, this event was very special and well attended.

-Sgt. Crompton participated in Coffee with a Cop at Dunkin Donuts on Lake Flower Ave earlier this month. The event helps establish conversation between Officers and Community Members.

-Chief Perrotte was recognized by the Plattsburgh Rotary Club and presented a Leadership Award for being selected by Strictly Business as one of their 20 Under 40 earlier in the year.

-Chief Perrotte attended the Go for the Gold event at Texas Roadhouse in Plattsburgh. This event pairs Law Enforcement Officers with Special Olympians and Texas Roadhouse Wait Staff to help wait on guests and earn donations for the Special Olympics.

-Saranac Lake Police Department in collaboration with the New York State Division of Criminal Justice Services hosted a Property/Evidence Room Training here in Saranac Lake at North Country Community College. Sgt. Labar attended the training from SLPD. Bringing these trainings to our Community is an all-around win as we are able to send Officers at no cost and we also bring Officers and other staff to our Community. These attendees stay in our hotels and experience what our Community has to offer.

-Chief Perrotte attended NYS Crisis Intervention Team Train the Trainer in Clifton Park, NY. Chief Perrotte has been a Fundamental Crisis Intervention Skills for Law Enforcement in multiple Academies for a number of years and has been a Crisis Intervention Officer but this now allows him to instruct the specialized Officers who become certified as Crisis Intervention Officers. Statewide the goal has been to certify at least 20% of your Agency with this specialized training. SLPD currently has slightly over 30% of its Officers certified with goals to train additional in the coming year. This training focuses on de-escalation of individuals in crisis to include mental health and co-occurring disorders (mental health & substance use).

***Follow us on Facebook, Instagram, and Subscribe to
our Crimewatch Page for regular updates @
www.saranaclakepolice.org***



Saranac Lake Police Department

1 Main Street
Saranac Lake, NY 12983-1795

Telephone: (518) 891-4428
Fax: (518) 891-6321

Chief of Police: Darin M. Perrotte



Saranac Lake Police Department-Activity Report

Submitted October 7th, 2024

For the Month of September 2024:

Total Calls for Service: 355

Total arrests: 18

Mental Hygiene Law arrests: 7 (included in total)

Accident investigations: 17

Administrative:

- Several Officers participated in the New York State Division of Homeland Security and Emergency Services Operation Safeguard Red Team Exercises. These exercises help spread awareness and preparedness for acts of Terrorism throughout the State.

-The Department completed its annual Firearms qualifications during the month of September

-Saranac Lake Police hosted a Gun Buyback Event in collaboration with the New York State Attorney General's Office and the New York State Police at the Saranac Lake Civic Center. Over 80 unwanted firearms were turned in for destruction.

-Chief Perrotte participated in the North Country Law Enforcement Torch Run for Special Olympics Ceremony in Plattsburgh

-Officers participated in the Touch-A-Truck event at the Saranac Lake Civic Center again this year. The event was well attended by members of the Community.

-Chief Perrotte attended the New York State Division of Criminal Justice Services Public Safety Symposium in Albany. This Symposium brings Law Enforcement Leaders from around the State together to discuss issues facing law enforcement and public safety.

-DJ Daniel came to the North Country and was sworn in by several Agencies at a ceremony in Saranac Lake. It was a really special and emotional tribute to a special young man.

-The Saranac Lake Police Department released a promotional video. Please check it out!

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

SUBJECT: Pisgah Ski Pass Rates

Date: 11-11-2024

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 Mount Pisgah Ski Pass Rates

RECOMMENDED ACTION

MOVED BY: White SECONDED BY: Scollin

VOTE ON ROLL CALL: **TO AMEND**

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE BRUNETTE	<u>yes</u>
TRUSTEE RYAN	<u>yes</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE WHITE	<u>yes</u>

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.

Season Passes			Volunteer/Veterans/1st Responder (10%Discount)	
	Resident (Village and North Elba)	Non-Resident	Resident	Non-Resident
Family Pass (2 Adult 2 Children under 18)	\$415.00	\$450.00	\$373.50	\$405.00
Adult	\$195.00	\$225.00	\$175.50	\$202.50
College Student	\$165.00	\$165.00	\$148.50	\$148.50
Student 4-18	\$140.00	\$165.00	\$126.00	\$148.50
Under 4 / Over 65	\$33.00	\$60.00	\$29.70	\$54.00
Day Passes				
Weekend Full Day	\$40.00		\$36.00	
Weekday Full Day	\$30.00		\$27.00	
Under 4 / Over 65 Full Day	\$20.00		\$18.00	
Holiday Daily	\$45.00		\$40.50	
Tubing (2 hours)	\$25.00		\$22.50	

**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: Scollin SECONDED BY: White

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE RYAN

yes

TRUSTEE SCOLLIN

yes

TRUSTEE WHITE

yes

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 \$1,000,000 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. All policies of insurance shall also name the Village as an additional insured under said policies, and FOMP will provide evidence of such additional insured status at the time of execution of this agreement.
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, age, marital status 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 _____
Bachana Tsiklauri, Village Manager

FRIENDS OF MOUNT PISGAH, INC.

By _____
Katie Fischer, President

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

SUBJECT: Park Use Application permission to serve alcohol

DATE: 11-11-2024

DEPT OF ORIGIN: Village Manager

BILL # 165-2024

DATE SUBMITTED: 10-28-2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution to approve Park Use application with permission to serve alcohol for Holiday Village Shop Local Event

APPROVAL OF RESOLUTION

MOVED BY: Ryan SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE RYAN

yes

TRUSTEE SCOLLIN

yes

TRUSTEE WHITE

yes

**RESOLUTION TO APPROVE PARK USE APPLICATION
WITH PERMISSION TO SERVE ALCOHOL**

WHEREAS, the usage of Berkeley Green with Street Closure is being requested for the first annual Holiday Village Eat, Drink, and Shop Local event on December 7, 2024, and,

WHEREAS, the Village will partner with local vendors to provide food, beer, wine, and spirits for the event, and,

WHEREAS, all parties involved will provide the necessary certificates of insurance naming the Village of Saranac Lake additionally insured, and,

WHEREAS, special event permits from the New York State Liquor Authority will be obtained by vendors and a copy of this permit will be placed on file with the Village,

THEREFORE BE IT RESOLVED, the Village Board of Saranac Lake approves the park use application with permission to serve alcohol at the 2024 Holiday Village Eat, Drink, and Shop Local Christmas Event.

Saranac Lake Holiday Village – December 7, 2024

3:00 PM – 7:00 PM

(Vendor setup begins at 2:00 PM / breakdown from 7:00 PM to 8:30 PM)

A festive local shopping event that highlights the spirit of the holiday season and showcases our downtown businesses.

Purpose and Goals:

This seasonal event will draw residents and visitors to Downtown Saranac Lake, creating a holiday experience filled with shopping, entertainment, and local charm. The Saranac Lake Holiday Village aims to:

- Offer residents and visitors a unique, family-friendly holiday experience.
- Promote Downtown as a lively, welcoming destination.
- Encourage shopping and support local businesses during the winter season.

Event Details:

Organized by the Village of Saranac Lake the Holiday Village will feature:

- Vendor and artisans inside local businesses and empty storefronts.
- Festive food and seasonal drinks.
- Live music and entertainment.
- Fun activities for families.

The event will take place along Main Street and Broadway, with participation from area businesses.

We would also request that the bathrooms at Berkely Green be open for this event.

A portion of Broadway will remain closed to accommodate food and drink vendors as well as pedestrian traffic. Food and drink vendors will be in the Berkeley Green parking area.

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

SUBJECT: Promote Mike Berry and Shawn White

Date: 11-11-2024

DEPT OF ORIGIN: Village Manager

Bill # 166-2024

DATE SUBMITTED 11-06-2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Resolution to authorize Village Manager to promote Shawn White and Michael Berry to Heavy Equipment Operators within the Department of Public Works

RECOMMENDED ACTION

MOVED BY: Brunette SECONDED BY: Ryan

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

**RESOLUTION AUTHORIZING
VILLAGE MANAGER TO PROMOTE SHAWN WHITE AND MICHAEL BERRY TO HEAVY
EQUIPMENT OPERATOR WITHIN THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Village currently has available positions of Heavy Equipment Operators on its civil service roster, and,

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

WHEREAS, the Village of Saranac Lake staff is authorized to work through Franklin County Civil Service, and,

WHEREAS, the DPW Superintendent has conducted interviews with candidates and is recommending Michael Berry and Shawn White to the positions of Heavy Equipment Operator, and,

WHEREAS, this position is a member of the Teamsters Union and will begin with all the benefits of a starting union member and,

NOW, THEREFORE BE IT RESOLVED, authorization is given to the Village Manager to promote Michael Berry and Shawn White to the position of Heavy Equipment Operator within the Department of Public Works.

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

SUBJECT: Adopt Local Law

Date: 11/11/2024

DEPT OF ORIGIN: Mayor Williams

BILL # 167-2024

DATE SUBMITTED: 10/29//2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT

Resolution to adopt Local Law # 5 of 2024; Amendment to the Moratorium on New Short-term Rentals

RECOMMENDED ACTION

MOVED BY: Scollin SECONDED BY: Ryan

VOTE ON ROLL CALL: **TO TABLE**

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE BRUNETTE	<u>yes</u>
TRUSTEE RYAN	<u>yes</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE WHITE	<u>yes</u>

**RESOLUTION TO ADOPT LOCAL LAW #5 OF 2024 AMENDING THE
MORATORIUM LAW FOR NEW SHORT TERM RENTALS**

WHEREAS, the Board of Trustees of the Village of Saranac Lake adopted Local Law 4-2023 on June 24, 2023, placing a temporary moratorium on new Short-term Rentals, and,

WHEREAS, the purpose of extending the moratorium until December 31, 2025 will be to suspend the administrative review and approval process for new, initial applications to operate short term rentals in the Village of Saranac Lake to include both Special Use Permit applications and STR Permit applications as outlined in the Village of Saranac Lake Short-term Rental Law, and,

WHEREAS, the Village Board of Trustees held a Public Hearing to consider the Local Law amending the Village Code on Monday, November 11, 2024 at 5:30 PM, and,

WHEREAS, it has been determined that the amendment to the Village Code is a type II action for the purposes of SEQRA and requires no environmental review.

THEREFORE, BE IT RESOLVED, the Board of Trustees approves the adoption of Local Law # 5 of 2024 to amend the Moratorium placed on new short-term rentals in the Village.

BE IT FURTHER RESOLVED, this local law shall take effect immediately upon filing with the New York State Secretary of State.

**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 1. 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: Approve new Short-term Rental Exemption Form

Date: 11/11/2024

DEPT OF ORIGIN: Mayor Williams

Bill # 168-2024

DATE SUBMITTED: 10/9/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to approve the form for new short-term rental exemption requests

MOVED BY: Scollin SECONDED BY: Ryan

VOTE ON ROLL CALL: TO TABLE

MAYOR WILLIAMS

yes

TRUSTEE RYAN

yes

TRUSTEE WHITE

yes

TRUSTEE SCOLLIN

yes

TRUSTEE BRUNETTE

yes

**RESOLUTION TO APPROVE REQUEST FORM FOR NEW SHORT TERM RENTAL
MORATORIUM EXEMPTIONS**

WHEREAS, the Village of Saranac Lake Board of Trustees passed a Local Law placing a Moratorium on any new short-term rental applications in the Village of Saranac Lake, and,

WHEREAS, the Board shall extend the moratorium until December 31, 2025, and,

WHEREAS, the Moratorium Law states that exemptions may be granted by the Board of Trustees under "special circumstances,"

WHEREAS, any form related to the STR permitting process must be approved by the Village Board in accordance with the short-term rental Law in order to consider the exemptions and special circumstances.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees approves the use of the request form for new STR exemption requests while the moratorium is still in place.



**Request to Approach Village Board
STR Moratorium Exemption**

STR Moratorium Exemption Process:

- Submit this form to the Village Clerk with as much information as possible. Please include photo's of the property and all supporting documentation as necessary.
- The Village Clerk will distribute this form and supporting documents to the Village Board and schedule a public hearing.
- During the scheduled public hearing, the Village Board will consider the public's input on your requested exemption and determine if your request will be granted or denied at that time.
- If the exemption is granted, please contact Katrina Glynn, Saranac Lake Development Board Director, for next steps: Special Use Permit Application to the Development Board and STR Permit Application, if applicable.

Applicant Name:

Applicant Phone Number & Email:

Date:

Property Address:

Property Tax Map ID:

Is applicant a resident of the Village of Saranac Lake?

Is this STR currently available to rent? If no, when is the requested date of first rental?

Justification for Exemption:

For Village Staff Use Only

Date of Village Board meeting to initiate STR exemption process and request public hearing:

Date of public hearing:

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

SUBJECT: Fiscal Advisors Contract

Date: 11/11/2024

DEPT OF ORIGIN: Village Manager

Bill # 169-2024

DATE SUBMITTED: 11/5/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

MOVED BY: White SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE RYAN

yes

TRUSTEE WHITE

yes

TRUSTEE SCOLLIN

yes

TRUSTEE BRUNETTE

yes

**RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO SIGN CONTRACT WITH
FISCAL ADVISORS AND APPROVE FUNDING**

WHEREAS, the Village of Saranac Lake seeks assistance in preparing, completing, and submitting required financial documentation in relation to the Water Pollution Control Plant (WPCP) Upgrade Capital Project, and,

WHEREAS, Fiscal Advisors will act as the financial advisor to the Village for services relating to the funding provided by the New York State Environmental Facilities Corporation (NYSEFC) Clean Water Revolving Fund (CWSRF) for the Water Pollution Control Plant (WPCP) Upgrades, and,

WHEREAS, there are budgetary appropriations necessary to cover the costs for the services of Fiscal Advisors, and,

WHEREAS, the appropriation, not to exceed \$15,000, will be made part of the budget for the WPCP Capital Project Account and is necessary to cover the financial assistance related to the project.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees authorizes the Village Manager to sign the Fiscal Advisors Contract for their services related to the WPCP Capital Project.

BE IT FURTHER RESOLVED, the Village of Saranac Lake Board of Trustees approves the appropriation, not to exceed \$15,000, to cover the costs associated to the Fiscal Advisor Contract.



**FISCAL ADVISORS
& MARKETING, INC.**

Municipal Advisors to Local Governments

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement ("Agreement"), entered into as of November ____, 2024 ("Effective Date"), is between the Village of Saranac Lake, New York ("Client") and Fiscal Advisors & Marketing, Inc. ("Fiscal Advisors") (collectively referred to herein as the "Parties").

Client agrees to hire Fiscal Advisors and Fiscal Advisors agrees to act as financial advisor to the Client to provide services relating to the issuance of Bond Anticipation Notes, pursuant to the terms of this Agreement and to provide administrative services related to funding provided by the New York State Environmental Facilities Corporation ("NYSEFC") Clean Water State Revolving Fund ("CWSRF") for the Client's Waste Water Treatment Project ("WWTP") Improvements Project No. C5-5516-10-00, pursuant to the terms of this Agreement:

- 1. ISSUANCE DESCRIPTION.** Client may issue Securities from time to time during the term of this engagement.
- 2. SCOPE OF SERVICES.** Client hires Fiscal Advisors to provide the services set forth in Appendix A attached hereto ("Services"). All services described in Appendix A are hereby incorporated by reference and the scope of Fiscal Advisor's engagement under the terms of this Agreement shall be solely limited to the Services. Client acknowledges that prior to the Effective Date that Fiscal Advisors has not provided any advice, recommendations or guidance with respect to the Issuance and that, to the extent any prior communications have occurred between Client and Fiscal Advisors relative to the Issuance, any such communications have been limited to communications involving general information relative to the Issuance.
- 3. COMPENSATION.** As compensation for the provisions of Services, Client hereby agrees to compensate Fiscal Advisors in accordance with Fiscal Advisors' Fee Schedule attached hereto as Appendix B ("Compensation"). Any modification to the fee schedule made in accordance with this Agreement will become effective upon the date and time mutually agreed upon by the Parties.
- 4. TERM AND TERMINATION.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Fiscal Advisors reserves the right to receive a portion of Compensation based upon the services rendered under this Agreement up to and including the date of termination.
- 5. AGREEMENT TO PROVIDE INFORMATION.** Client agrees to provide Fiscal Advisors with complete and accurate information as shall be deemed necessary by Fiscal Advisors for the performance of Services, which may include the provision of financial statements, budgets, and other relevant documents. Client further agrees to not intentionally omit any material information and agrees to not provide any misleading information relevant to Fiscal Advisors' provision of Services or in response to a request from Fiscal Advisors.
- 6. BILLING STATEMENT.** Client will receive an invoice upon closing of the Issuance, upon the provision of other services charged on an hourly basis, or upon cancellation of the Issuance or termination of this Agreement as provided in Section 4 for services conducted for the Issuance up to and including the date of cancellation or termination based on actual work performed, as described in Appendix B. Payment shall be due and payable within thirty (30) days of the invoice date.
- 7. OUT-OF-POCKET EXPENSES.** Fiscal Advisors will not charge for out-of-pocket expenses.

8. **AMENDMENT.** This Agreement constitutes and expresses the entire agreement of the Parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the Parties; provided, however, that changes to Appendix C may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature, and modifications or amendments to Appendix B or changes to or the provision of the fees for any particular transaction or issuance type may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature. Fiscal Advisors agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

9. **HEADINGS.** The headings of the various sections in this Agreement are inserted for the convenience of the Parties and shall not affect the meaning, construction or interpretation of this Agreement.

10. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York. Any suit or legal proceeding brought pursuant to, touching upon, relating to, or otherwise arising out of this Agreement or performance hereunder will be brought solely in the County of Franklin, New York.

11. **CLIENT EDUCATION AND PROTECTION.** Fiscal Advisors is a registered municipal advisor with both the Securities and Exchange Commission (#866-00478-00) and the Municipal Securities Rulemaking Board ("MSRB") (#K0191). The website address for the MSRB is www.msrb.org, where you may find a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

12. **DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION.** Client acknowledges receipt of those disclosures set forth and contained within Appendix C attached hereto. Client further acknowledges that it has been given the opportunity to raise questions and discuss the foregoing matters with Fiscal Advisors and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts and authorizes Fiscal Advisors to provide those services described herein. Client further agrees that in the event Fiscal Advisors shall provide any additional disclosures, that such disclosures may be provided to Client's Director of Finance or designated signatory and any such additional disclosures shall be deemed to be a part of this Agreement as if fully set forth herein.

13. **COUNTERPARTS.** This Agreement may be executed in any number of identical counterparts, via facsimile transmission or otherwise, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

**VILLAGE OF SARANAC LAKE,
NEW YORK**

**FISCAL ADVISORS
& MARKETING, INC.**

By: _____

By: Andrew Watkins

Signature: _____

Signature: Andrew Watkins

Title: _____

Title: Municipal Advisor

APPENDIX A – SERVICES

1. **FINANCING PLAN.** Fiscal Advisors will develop a financing plan that will include recommendations with respect to the timing of the Securities sale, a maturity schedule, redemption features, and other terms required to market the Securities.
2. **RECOMMENDATIONS AND REVIEW OF SECURITIES TYPE.** Upon the written request of Client, Fiscal Advisors shall review the financing type selected by Client. Unless specifically requested by Client, in writing, Fiscal Advisors shall assume that Client has already conducted an analysis of the suitability of a particular financing type and shall be under no duty to investigate and/or advise Client of alternatives to the proposed financing structure that are then suitable to Client.
3. **OFFICIAL STATEMENT PREPARATION.** Fiscal Advisors will assist in preparing the Preliminary and Final Official Statement (collectively the “Official Statement”) based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Official Statement; it is not responsible for independently verifying the information provided by the Client or any third party for inclusion in the Official Statement and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information; and Fiscal Advisors may rely on the Client’s or any such third party’s review of the Official Statement with regard to the accuracy thereof.
4. **PRIVATE PLACEMENT MEMORANDUM PREPARATION.** When appropriate, Fiscal Advisors will assist Client in preparing a private placement memorandum or other necessary offering document necessary to complete such financings. Fiscal Advisors will prepare the private placement memorandum based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the private placement memorandum; it is not responsible for independently verifying the information provided by the Client or any third party for inclusion in the private placement memorandum and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information; and Fiscal Advisors may rely on the Client’s or any such third party’s review of the private placement memorandum with regard to the accuracy thereof.
5. **RATING ANALYSIS AND PREPARATION.** When appropriate, Fiscal Advisors shall assist Client with the rating process. Upon written request of Client, Fiscal Advisors will analyze the overall credit conditions of Client including the probable impact of any potential financing plan on the credit rating of Client, and Fiscal Advisors may assist Client official(s) in their preparation for the rating interview with rating agency personnel, which may occur at the office(s) of the rating agency(ies). Upon request of Client, Fiscal Advisors will meet or engage in discussions with rating agencies to review Client’s financing plans.
6. **CREDIT ENHANCEMENT.** When appropriate, Fiscal Advisors will make recommendations as to the suitability of municipal bond insurance for an offering. Fiscal Advisors will take into consideration the requirements for insurance and likelihood that a particular offering would qualify. When appropriate, Fiscal Advisors will also make recommendations as to the suitability of other forms of credit enhancements that might be available to Client, if any.
7. **METHOD OF SALE.** Fiscal Advisors shall provide advice with respect to the method of sale (i.e., competitive bid, negotiated underwriting or private placement). For a competitive sale, Fiscal Advisors shall assist in preparing necessary bidding documents and offering materials, including the notice

of sale and *Bond Buyer* publication, as applicable. For a negotiated sale, Fiscal Advisors shall prepare, as applicable and requested, a request for proposals, appraise the proposals received, make recommendations as to the firm to be selected, and finalize the terms of the sale to reflect Client's best interest.

8. MARKET ANALYSIS. In order to appropriately advise Client on the establishment of a desirable sale date and to keep Client abreast of the cost of the financing plan under development, Fiscal Advisors shall monitor the following:

- a. General conditions and trends in the economy;
- b. Capital market conditions including the imposition of any unusual restraints on monetary supply by the Federal Reserve System;
- c. The prices of municipal issues recently sold in the primary market; and

9. PAYING AGENT OR TRUSTEE & ESCROW AGENT SELECTION. Fiscal Advisors shall assist Client in selection a Paying Agent or Trustee & Escrow Agent, as applicable.

10. MATHEMATICAL COMPUTATIONS. Fiscal Advisors will oversee preparation of maturity and other schedules showing mathematical results of the sale and/or pricing.

11. ATTENDANCE AT MEETINGS. At the request of Client, Fiscal Advisors shall attend Client meetings to explain the status of the Issuance.

12. CLOSING. For competitive transactions, Fiscal Advisors will prepare a memo or similar document showing the expected or required fund transfers to be received by Client at closing. Fiscal Advisors will apply for CUSIP numbers as requested by Client or as required by MSRB rules.

13. NYSEFC CWSRF and WIIA.

- a. Fiscal Advisors' Municipal Advisor(s) will calculate principal payment(s) due in short-term financing and advice of the amount to budget.
- b. Attend any necessary meetings as requested.
- c. Complete and submit sewer exclusion application to OSC on behalf of the Village.
- d. Assist with any missing items/documents to EFC for CWSRF and WIIA.
- e. Review EFC Exhibits for CWSRF and WIIA short-term financing.
- f. Review key components in the project financing agreement (PFA) from NYSEFC for CWSRF.
- g. Complete the NYSEFC Disbursement Cost Summary and Supplemental Certificate Forms on an as need basis to requisition CWSRF and WIIA funds from project costs.
- h. Assist with Minority and Women Business Enterprises (MWBE) Utilization Plans and quarterly submittals of MWBE reports, as applicable.
- i. Fiscal Advisor will work in conjunction with NYSEFC staff as well as the Engineers, Local Counsel, Bond Counsel, and Client on the appropriate filing of cost documentation, amendments, change orders and reporting of project progress in an effective manner to utilize all appropriate funding sources available to meet cash flow needs of the Client and project completion.

The services provided under this Agreement are limited to the services described herein unless amended or supplemented in accordance with this Agreement or as otherwise agreed to in writing by Fiscal Advisors.

APPENDIX B – FEE SCHEDULE

<u>SERVICE</u>	<u>FEES</u>
SHORT-TERM FINANCINGS:	
Bond Anticipation Notes	
Par amount:	
Up to \$1,000,000 (Notice of Sale only)	\$ 2,900
\$1,000,001 to \$3,000,000 (Note fee increases based on size - \$250 per every \$1 million above \$3 million)	\$ 6,100
NOT-TO-EXCEED BUDGET AMOUNT:	\$ 15,000
PREPARATION OF OSC SEWER DEBT EXCLUSION	\$ 2,500
HOURLY FEE:	\$ 200

Fee Schedule Notes:

Actual Fees will be based on actual work performed, including for issues that do not close or if Agreement is terminated prior to closing. Fees may be affected by additional hourly fees charged for additional services specifically requested by the Client.

This fee schedule is proprietary information provided to the Client only; it is not for dissemination.

Fees may adjust yearly based on Consumer Price Index (CPI) beginning July 1, 2025, and annually thereafter.

The fees shown above are only for the services provided by Fiscal Advisors. The Client may also incur charges from (including, but not limited to) Bond Counsel, Rating Agency (as applicable), and Premier Printing, Inc. for printing/mailling services/the electronic publication or distribution of offering documents. Client is not obligated to use Premier Printing, Inc., and Premier Printing, Inc. will provide Client an estimate of charges for its services upon request.

The not-to-exceed budget amount includes the CWSRF finance application fee, sewer exclusion fee (if applicable) and administration services for CWSRF and WIIA. The CWSRF finance application and sewer exclusion fee will be invoices lump sum and billed upon services rendered. All other work will be billed at the hourly rate and invoiced quarterly.

APPENDIX C - DISCLOSURE OF CONFLICTS OF INTEREST

OTHER MATERIAL CONFLICTS OF INTEREST

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about material conflicts of interest. The following represent Fiscal Advisors material conflicts of interest known to Fiscal Advisors as of the date of this Agreement.

Affiliated Entities and Subsidiaries. Most securities issuances will require the services of a financial printer and/or the electronic distribution of the Official Statement, Notice of Sale and/or offering documents. In connection with these requirements, Fiscal Advisors utilizes Premier Printing, Inc., a wholly owned subsidiary of Fiscal Advisors, to print, mail and electronically post, or cause the posting of, applicable documents. Client is not obligated to use Premier Printing, Inc., and Premier Printing, Inc. will provide Client an estimate of charges for its services upon request and will bill separately for its services.

Armory Associates, LLC is an affiliate of Fiscal Advisors that provides valuations for Other Post-Employment Benefits, and may provide these services to you under separate contract for which it receives separate compensation. In addition, valuations provided by Armory Associates, LLC may be reported in your official statements, continuing disclosure, or other documents (either separately or as part of your audited financial statements). These valuations may affect a creditor's or investor's assessment of your financial position or credit strength. Client is not obligated to use Armory Associates, LLC, and Armory Associates, LLC will provide Client an estimate of charges for its services upon request and will bill separately for its services.

With respect to all of the above conflicts, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own. These conflicts are further mitigated by several factors. Fiscal Advisors discloses to Client the nature of its relationship with each of its affiliates and will remain fully responsive at all times during the course of the engagement to inquiries by Client regarding any specific details or concerns regarding such relationship. Further, in the event that Fiscal Advisors makes a recommendation to Client that could influence the level of business with an affiliate, Fiscal Advisors will, at the request of Client, provide an analysis of potential alternatives to such recommendation and the relative benefits and costs of the recommendation and any such alternatives. Finally, neither Fiscal Advisors' nor any affiliate's separate engagement with Client is conditioned on Client maintaining its relationship with any other such party, further mitigating any potential conflict that could result if Fiscal Advisors' services to Client were contingent on Client maintaining an engagement with an affiliate.

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of compensation: potential conflicts. The fees to be paid by the Client to Fiscal Advisors are partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Fiscal Advisors may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Fiscal Advisors may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fixed fee. Under a fixed fee form of compensation, the Municipal Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the Municipal Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a Municipal Advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

With respect to each of the compensation conflicts described above, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

REQUIRED REGULATORY DISCLOSURES

Fiscal Advisors is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

As part of its SEC registration, Fiscal Advisors is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Fiscal Advisors. Pursuant to MSRB Rule G-42, Fiscal Advisors is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Fiscal Advisors or the integrity of its management or advisory personnel. Fiscal Advisors has determined that no such event exists.

Copies of Fiscal Advisors' filings with the SEC, including Fiscal Advisors' most recent Form MA and each most recent Form MA-I, can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/search> and searching for either Fiscal Advisors & Marketing, Inc. or for our CIK number which is 0001591452.

Fiscal Advisors has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

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

SUBJECT: Fire Contracts

Date: 11/11/2024

DEPT OF ORIGIN: Village Manager

Bill # 170-2024

DATE SUBMITTED: 11/5/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Authorize 2025-2026 Fire Contracts

MOVED BY: Scollin SECONDED BY: Ryan

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE RYAN

yes

TRUSTEE WHITE

yes

TRUSTEE SCOLLIN

yes

TRUSTEE BRUNETTE

yes

Village of Saranac Lake

FISCAL YEAR 2024 ACTUALS	\$	816,178.63
Fire Vehicles Cash Reserve Contr.	\$	150,000.00
FY 2024 RESCUE ACTUALS	\$	(267,621.39)
NET ACTUALS - Contract Total	\$	698,555.24

MUNICIPALITY	SERVICE	FISCAL YEAR	CONTRACT TOTAL ALLOCATED	CONTRB (%)	PROPOSED CONTRACT	FIRE AREA ASSESSMENT	TAX RATE PER \$1,000 Assessed Value
Village of Saranac Lake	Fire	2026	\$698,555	27.846%	\$194,522.68	\$454,113,483	\$0.4284
Town of Harriestown	Fire	2025	\$698,555	59.450%	\$415,292.30	\$969,500,484	\$0.4284
Town of North Elba	Fire	2025	\$698,555	8.767%	\$61,245.77	\$142,978,336	\$0.4284
Town of St. Armand	Fire	2025	\$698,555	3.936%	\$27,494.48	\$64,185,908	\$0.4284
TOTAL			\$698,555	100.00%	\$698,555.24	\$1,630,778,212	

MUNICIPALITY	2025 (Town 2024) CONTRACT	2026 (Town 2025) CONTRACT	Difference (\$)	Difference (%)	TAX OLD	TAX NEW	TAX CHANGE PER \$1000 ASSESSED VALUE
Village of Saranac Lake	\$190,273.85	\$194,522.68	\$4,248.83	2.23%	\$0.418	\$0.4284	\$0.0104
Town of Harriestown	\$354,566.43	\$415,292.30	\$60,725.87	17.13%	\$0.418	\$0.4284	\$0.0104
Town of North Elba	\$49,118.28	\$61,245.77	\$12,127.49	24.69%	\$0.418	\$0.4284	\$0.0104
Town of St. Armand	\$22,936.94	\$27,494.48	\$4,557.54	19.87%	\$0.418	\$0.4284	\$0.0104

FIRE CONTRACT AGREEMENT – 2025

AGREEMENT made this _____ day of _____, 2024 by and between the **VILLAGE OF SARANAC LAKE** ("VILLAGE") and the **TOWN OF ST. ARMAND** ("TOWN") for the district ("DISTRICT") as described in attachment.

WHEREAS, the VILLAGE has provided the services of the Village of Saranac Lake Fire Department ("FIRE DEPARTMENT") for fire protection and rescue services pursuant to General Municipal Law Section 209-b and fire police protection pursuant to General Municipal Law Section 209-c to the TOWN; and

WHEREAS, the VILLAGE is willing to continue to provide said services of its FIRE DEPARTMENT to the TOWN; and

WHEREAS, the TOWN desires to continue to utilize such services; and

WHEREAS, the TOWN is fully familiar and aware of the equipment, facilities and personnel maintained by the FIRE DEPARTMENT; and

WHEREAS, following a public hearing to consider the proposed provisions of the Agreement duly called by said Town Board on _____, 2025 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated _____, 2025 duly authorized the TOWN to enter into an Agreement with the VILLAGE for the furnishing of fire protection and rescue services pursuant to General Municipal Law Section 209-h, and fire protection pursuant to General Municipal Law Section 209-c, to said DISTRICT upon the terms and conditions as hereinafter set forth; and

WHEREAS, this Agreement has also been duly authorized by a resolution of the Board of Trustees of the VILLAGE dated _____ and the FIRE DEPARTMENT has duly approved the proposed provisions of this Agreement and expressed its willingness to consent to the terms of this Agreement by duly executing the annexed consent.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

FIRST: The VILLAGE shall continue to make available and provide such FIRE DEPARTMENT services, as it has heretofore made available to the TOWN.

SECOND: The failure of the VILLAGE to provide the aforesaid services shall not be deemed a breach of this Agreement, if such failure is caused by acts of God, acts of the public enemy, acts of the Federal, State or County Government, or others acts and conditions of a similar nature. No person (other than the parties hereto) shall be deemed to be a beneficiary under this agreement, nor is this Agreement intended, in any manner, to create any rights or causes of action, on behalf of any person, against either of the parties.

THIRD: The TOWN will pay the VILLAGE a contract amount as follows:

Year	St Armand Contract	Payment by March 1, 2025
2025	\$27,494.48	\$27,494.48

Payment is due before March 1, 2025. Failure to make timely payments shall relieve the FIRE DEPARTMENT and volunteers of any obligation to render fire protection, rescue services or fire police protection pursuant to the terms of this Agreement. The Town remains liable for its share of costs for the period of time it received services. If any Town decides not to sign their Fire Contract Agreement, then the contract amounts for the remaining Towns and the Village will increase proportionally and become due in the same fiscal year.

FOURTH: Since the VILLAGE presently carries and maintains insurance coverage indemnifying the VILLAGE and its FIRE DEPARTMENT for any loss or damage sustained to their fire apparatus or other equipment used in the performance of the services provided for herein, including answering or attending upon or returning from a call originating in the DISTRICT for fire protection rescue services and fire police assistance, the TOWN shall not be required to maintain similar insurance providing such coverage. However, the TOWN agrees to indemnify the VILLAGE and its FIRE DEPARTMENT for any such loss or damage not covered by insurance.

FIFTH: Members of the FIRE DEPARTMENT or Volunteer Fire Company of the VILLAGE, while engaged in the performance of their duties in providing the services provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village of Saranac Lake, Essex and Franklin Counties, New York.

SIXTH: The monies required to be paid or expended by the TOWN under the terms of this Agreement shall be a charge upon the DISTRICT, to be levied and assessed upon the taxable property in the DISTRICT and collected with the TOWN taxes or as otherwise provided.

SEVENTH: This Agreement shall be effective for a one-year period from January 1, 2025 to December 31, 2025, and it shall be enforced according to the terms and conditions as herein set forth. Under no circumstances, however, shall the term of this Agreement extend beyond December 31, 2025.

EIGHTH: Nothing herein shall restrict or limit the VILLAGE in the internal management of its FIRE DEPARTMENT or company, or limit it in the stationing, acquisition or disposal of its equipment. It is the intention of the VILLAGE, so far as practicable, to maintain its present personnel, apparatus and equipment.

NINTH: This Agreement is expressly conditioned on obtaining the approval of the FIRE DEPARTMENT in accordance with the provisions of Section 209-D of the General Municipal Law. The signed certification of the Fire Chief, attached as Exhibit A, shall be proof of such consent.

TENTH: It is understood and mutually agreed by the parties that during the period of this Agreement, the TOWN and/or its DISTRICT will assume the responsibility for the maintenance of all fire hydrants located outside the VILLAGE and in the DISTRICT.

ELEVENTH: Since the State Legislature repealed Section 184-b of the Town law effective October 31, 2001, the consent of the State Comptroller is not required before this Agreement can become effective.

In the event that the consent of the State comptroller is required in order for this Agreement to be effective, the parties mutually agree that the annual amount of consideration shall remain fixed and shall not be prorated even though the consent of the State Comptroller is obtained after January 1, 2025.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement in duplicate the date and year first above written.

FOR: THE VILLAGE OF SARANAC LAKE

DATE _____ BY: _____

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

On this _____ day of _____, 2024, before me, the subscriber, personally appeared Bachana Tsiklauri, Village Manager of the Village of Saranac Lake, to me personally known, being by me duly sworn, did depose and say that he is the Village Manager of the Village of Saranac Lake, the party described in and which executed the foregoing Agreement, and that he was authorized by a majority vote of the Village Board of Trustees to execute the foregoing instrument, and that he signed his name thereto by like order.

NOTARY PUBLIC

FIRE CONTRACT AGREEMENT – 2025

AGREEMENT made this _____ day of _____, 2024 by and between the **VILLAGE OF SARANAC LAKE** ("VILLAGE") and the **TOWN OF NORTH ELBA** ("TOWN") for the district ("DISTRICT") as described in attachment.

WHEREAS, the VILLAGE has provided the services of the Village of Saranac Lake Fire Department ("FIRE DEPARTMENT") for fire protection & rescue services pursuant to General Municipal Law Section 209-b and fire police protection pursuant to General Municipal Law Section 209-c to the TOWN; and

WHEREAS, the VILLAGE is willing to continue to provide said services of its FIRE DEPARTMENT to the TOWN; and

WHEREAS, the TOWN desires to continue to utilize such services; and

WHEREAS, the TOWN is fully familiar and aware of the equipment, facilities and personnel maintained by the FIRE DEPARTMENT; and

WHEREAS, following a public hearing to consider the proposed provisions of the Agreement duly called by said Town Board on _____, 2025 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated _____, 2025 duly authorized the TOWN to enter into an Agreement with the VILLAGE for the furnishing of fire protection and rescue services pursuant to General Municipal Law Section 209-b, and fire police protection pursuant to General Municipal Law Section 209-c, to said DISTRICT upon the terms and conditions as hereinafter set forth; and

WHEREAS, this Agreement has also been duly authorized by a resolution of the Board of Trustees of the VILLAGE dated _____ and the FIRE DEPARTMENT has duly approved the proposed provisions of this Agreement and expressed its willingness to consent to the terms of this Agreement by duly executing the annexed consent.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

FIRST: The VILLAGE shall continue to make available and provide such FIRE DEPARTMENT services, as it has heretofore made available to the TOWN.

SECOND: The failure of the VILLAGE to provide the aforesaid services shall not be deemed a breach of this Agreement, if such failure is caused by acts of God, acts of the public enemy, acts of the Federal, State or County Government, or others acts and conditions of a similar nature. No person (other than the parties hereto) shall be deemed to be a beneficiary under this agreement, nor is this Agreement intended, in any manner, to create any rights or causes of action, on behalf of any person, against either of the parties.

THIRD: The TOWN will pay the VILLAGE a contract amount as follows:

Year	North Elba Contract	Payment by March 1, 2025
2025	\$61,245.77	\$61,524.77

Payment is due before March 1, 2025. Failure to make timely payments shall relieve the FIRE DEPARTMENT and volunteers of any obligation to render fire protection, rescue services or fire police protection pursuant to the terms of this Agreement. The Town remains liable for its share of costs for the period of time it received services. If any Town decides not to sign their Fire Contract Agreement, then the contract amounts for the remaining Towns and the Village will increase proportionally and become due in the same fiscal year.

FOURTH: Since the VILLAGE presently carries and maintains insurance coverage indemnifying the VILLAGE and its FIRE DEPARTMENT for any loss or damage sustained to their fire apparatus or other equipment used in the performance of the services provided for herein, including answering or attending upon or returning from a call originating in the DISTRICT for fire protection, rescue services and fire police assistance, the TOWN shall not be required to maintain similar insurance providing such coverage. However, the TOWN agrees to indemnify the VILLAGE and its FIRE DEPARTMENT for any such loss or damage not covered by insurance.

FIFTH: Members of the FIRE DEPARTMENT or Volunteer Fire Company of the VILLAGE, while engaged in the performance of their duties in providing the services provided for by this Agreement, shall have the same rights, privileges, and immunities as if performing the same in the Village of Saranac Lake, Essex and Franklin Counties, New York.

SIXTH: The monies required to be paid or expended by the TOWN under the terms of this Agreement shall be a charge upon the DISTRICT, to be levied and assessed upon the taxable property in the DISTRICT and collected with the TOWN taxes or as otherwise provided.

SEVENTH: This Agreement shall be effective for a one year period from January 1, 2025 to December 31, 2025, and it shall be enforced according to the terms and conditions as herein set forth. Under no circumstances, however, shall the term of this Agreement extend beyond December 31, 2025.

EIGHTH: Nothing herein shall restrict or limit the VILLAGE in the internal management of its FIRE DEPARTMENT or company, or limit it in the stationing, acquisition or disposal of its equipment. It is the intention of the VILLAGE, so far as practicable, to maintain its present personnel, apparatus and equipment.

NINTH: This Agreement is expressly conditioned on obtaining the approval of the FIRE DEPARTMENT in accordance with the provisions of Section 209-D of the General Municipal Law. The signed certification of the Fire Chief, attached as Exhibit A, shall be proof of such consent.

TENTH: It is understood and mutually agreed by the parties that during the period of this Agreement, the TOWN and/or its DISTRICT will assume the responsibility for the maintenance of all fire hydrants located outside the VILLAGE and in the DISTRICT.

ELEVENTH: Since the State Legislature repealed Section 184-b of the Town law effective October 31, 2001, the consent of the State Comptroller is not required before this Agreement can become effective.

In the event that the consent of the State comptroller is required in order for this Agreement to be effective, the parties mutually agree that the annual amount of consideration shall remain fixed and shall not be prorated even though the consent of the State Comptroller is obtained after January 1, 2025.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement in duplicate the date and year first above written.

FOR: THE VILLAGE OF SARANAC LAKE

DATE _____ BY: _____

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

On this _____ day of _____, 2024, before me, the subscriber, personally appeared Bachana Tsiklauri, Village Manager of the Village of Saranac Lake, to me personally known, being by me duly sworn, did depose and say that he is the Village Manager of the Village of Saranac Lake, the party described in and which executed the foregoing Agreement, and that he was authorized by a majority vote of the Village Board of Trustees to execute the foregoing instrument, and that he signed his name thereto by like order.

NOTARY PUBLIC

FIRE CONTRACT AGREEMENT – 2025

AGREEMENT made this _____ day of _____, 2024 by and between the **VILLAGE OF SARANAC LAKE** ("VILLAGE") and the **TOWN OF HARRIETSTOWN** ("TOWN") for the district ("DISTRICT") as described in attachment.

WHEREAS, the VILLAGE has provided the services of the Village of Saranac Lake Fire Department ("FIRE DEPARTMENT") for fire protection services and rescue services pursuant to General Municipal Law Section 209-b and fire police protection pursuant to General Municipal Law Section 209-c to the TOWN; and

WHEREAS, the VILLAGE is willing to continue to provide said services of its FIRE DEPARTMENT to the TOWN; and

WHEREAS, the TOWN desires to continue to utilize such services; and

WHEREAS, the TOWN is fully familiar and aware of the equipment, facilities and personnel maintained by the FIRE DEPARTMENT; and

WHEREAS, following a public hearing to consider the proposed provisions of the Agreement duly called by said Town Board on _____, 2025 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated _____, 2025 duly authorized the TOWN to enter into an Agreement with the VILLAGE for the furnishing of fire protection and rescue services pursuant to General Municipal Law Section 209-b, and fire police protection pursuant to General Municipal Law Section 209-c, to said DISTRICT upon the terms and conditions as hereinafter set forth; and

WHEREAS, this Agreement has also been duly authorized by a resolution of the Board of Trustees of the VILLAGE dated _____ and the FIRE DEPARTMENT has duly approved the proposed provisions of this Agreement and expressed its willingness to consent to the terms of this Agreement by duly executing the annexed consent.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

FIRST: The VILLAGE shall continue to make available and provide such FIRE DEPARTMENT services, as it has heretofore made available to the TOWN.

SECOND: The failure of the VILLAGE to provide the aforesaid services shall not be deemed a breach of this Agreement, if such failure is caused by acts of God, acts of the public enemy, acts of the Federal, State or County Government, or others acts and conditions of a similar nature. No person (other than the parties hereto) shall be deemed to be a beneficiary under this agreement, nor is this Agreement intended, in any manner, to create any rights or causes of action, on behalf of any person, against either of the parties.

THIRD: The TOWN will pay the VILLAGE a contract amount as follows:

Year	Harriestown Contract	Payment by March 1, 2025
2025	\$415,292.30	\$415,292.30

Payment is due before March 1, 2025. Failure to make timely payments shall relieve the FIRE DEPARTMENT and volunteers of any obligation to render fire protection, rescue services or fire police protection pursuant to the terms of this Agreement. The Town remains liable for its share of costs for the period of time it received services. If any Town decides not to sign their Fire Contract Agreement, then the contract amounts for the remaining Towns and the Village will increase proportionally and become due in the same fiscal year.

FOURTH: Since the VILLAGE presently carries and maintains insurance coverage indemnifying the VILLAGE and its FIRE DEPARTMENT for any loss or damage sustained to their fire apparatus or other equipment used in the performance of the services provided for herein, including answering or attending upon or returning from a call originating in the DISTRICT for fire protection, rescue services and fire police assistance, the TOWN shall not be required to maintain similar insurance providing such coverage. However, the TOWN agrees to indemnify the VILLAGE and its FIRE DEPARTMENT for any such loss or damage not covered by insurance.

FIFTH: Members of the FIRE DEPARTMENT or Volunteer Fire Company of the VILLAGE, while engaged in the performance of their duties in providing the services provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village of Saranac Lake, Essex and Franklin Counties, New York.

SIXTH: The monies required to be paid or expended by the TOWN under the terms of this Agreement shall be a charge upon the DISTRICT, to be levied and assessed upon the taxable property in the DISTRICT and collected with the TOWN taxes or as otherwise provided.

SEVENTH: This Agreement shall be effective for a one year period from January 1, 2025 to December 31, 2025, and it shall be enforced according to the terms and conditions as herein set forth. Under no circumstances, however, shall the term of this Agreement extend beyond December 31, 2025.

EIGHTH: Nothing herein shall restrict or limit the VILLAGE in the internal management of its FIRE DEPARTMENT or company, or limit it in the stationing, acquisition or disposal of its equipment. It is the intention of the VILLAGE, so far as practicable, to maintain its present personnel, apparatus and equipment.

NINTH: This Agreement is expressly conditioned on obtaining the approval of the FIRE DEPARTMENT in accordance with the provisions of Section 209-D of the General Municipal Law. The signed certification of the Fire Chief, attached as Exhibit A, shall be proof of such consent.

TENTH: It is understood and mutually agreed by the parties that during the period of this Agreement, the TOWN and/or its DISTRICT will assume the responsibility for the maintenance of all fire hydrants located outside the VILLAGE and in the DISTRICT.

ELEVENTH: Since the State Legislature repealed Section 184-b of the Town law effective October 31, 2001, the consent of the State Comptroller is not required before this Agreement can become effective.

In the event that the consent of the State comptroller is required in order for this Agreement to be effective, the parties mutually agree that the annual amount of consideration shall remain fixed and shall not be prorated even though the consent of the State Comptroller is obtained after January 1, 2025.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement in duplicate the date and year first above written.

FOR: THE VILLAGE OF SARANAC LAKE

DATE _____ BY: _____

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

On this _____ day of _____, 2024, before me, the subscriber, personally appeared Bachana Tsiklauri, Village Manager of the Village of Saranac Lake, to me personally known, being by me duly sworn, did depose and say that he is the Village Manager of the Village of Saranac Lake, the party described in and which executed the foregoing Agreement, and that he was authorized by a majority vote of the Village Board of Trustees to execute the foregoing instrument, and that he signed his name thereto by like order.

NOTARY PUBLIC

FOR: TOWN OF HARRIETSTOWN

DATE _____ BY: _____

[illegible]

On this _____ day of _____, 2024, before me, the subscriber, personally appeared _____, the _____ of the Town of Harrietstown, to me personally known, being by me duly sworn, did depose and say that he/she is the _____, the party described in and which executed the foregoing Agreement, and that he/she was authorized by a majority vote of the Town Board of the Town of Harrietstown to execute the foregoing instrument, and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

FOR: FIRE DEPARTMENT

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

I, MICHAEL KNAPP, residing at 1656 County Route 18, Saranac Lake, New York do certify as follows:

1. I am the Fire Chief of the Village of Saranac Lake.
2. In such capacity, I have charge of the Volunteer Fire Company of the Village of Saranac Lake.
3. That the Fire Department of the Village of Saranac Lake has consented to the annexed Agreement, after a receipt of a copy thereof.

Sworn to before me this _____ day of _____, 2024.

NOTARY PUBLIC

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

SUBJECT: SDA Contract and Funding

Date: 11/11/2024

DEPT OF ORIGIN: Village Manager

Bill # 171-2024

DATE SUBMITTED: 11/6/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

RESOLUTION TO AUTHORIZE THE VILLAGE OF SARANAC LAKE TO CONTRACT WITH
SUOZZO, DOTY, AND ASSOCIATES (SDA) AND APPROVE FUNDING SOURCE FOR
PROFESSIONAL SERVICES CONTRACT FOR THE SARANAC LAKE COLLECTION SYSTEM
CAPITAL PROJECT

MOVED BY: Scollin SECONDED BY: White

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE RYAN

yes

TRUSTEE WHITE

yes

TRUSTEE SCOLLIN

yes

TRUSTEE BRUNETTE

yes

RESOLUTION TO AUTHORIZE THE VILLAGE OF SARANAC LAKE TO CONTRACT WITH
SUOZZO, DOTY, AND ASSOCIATES (SDA) AND APPROVE FUNDING SOURCE FOR
PROFESSIONAL SERVICES CONTRACT FOR THE SARANAC LAKE COLLECTION SYSTEM
CAPITAL PROJECT

WHEREAS, SDA will perform the professional engineering services and assist the Village with the NYSEFC funded Collection System Capital Project, and,

WHEREAS, there are budgetary appropriations necessary to cover costs associated with these professional services, and,

WHEREAS, the appropriation of \$52,360 of the sewer unreserved fund to the General Fund Capital Project Fund (#251) is necessary to cover the work related to collection system upgrades by SDA.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees approves the contract with SDA and authorizes the transfer of \$52, 360 to the Capital Project Fund (#251).



November 6, 2024

Bachana Tsiklauri
Village Manager
39 Main Street, Suite 9
Saranac Lake, NY 12983

**RE: Village of Saranac Lake Collection System: EFC Funded - Professional Services Proposal
SDA Project #24-129**

Dear Mr. Tsiklauri,

Suozzo, Doty & Associates Professional Engineering, PLLC (SDA) thanks you for the opportunity to submit this professional services proposal for your consideration. This proposal is for the NYSEFC funded collection system upgrade portion of the Village's overall WPCP and collection system capital project. This proposal (Task 01) is for preliminary engineering to initiate design and refine the final project scope and estimates. We note that this proposed agreement is subject to the attached NYSEFC Mandatory State Revolving Fund Terms and Conditions, Effective October 1, 2023, and is made part of this contract.

Please see below for specific detail regarding our proposal:

PROJECT UNDERSTANDING

- The Village of Saranac Lake conducted an evaluation of the existing collection system, including the sewer mains known as "The Trunk Main," "Swamp Line," "North Swamp Line," "East Interceptor Sewer," "Pine Street Siphon," and "West Route 3 Sewer" utilizing a NYSEFC planning grant. This evaluation was conducted by AES Northeast and identified several improvements needed to upgrade the sewer mains. The report was used to secure grant funds from two different agencies (FEMA and NYSEFC).
- The "North Swamp Line," "East Interceptor Sewer," "Pine Street Siphon," and "West Route 3 Sewer" sewer mains are planned to be funded by the NYSEFC. The Trunk Main and Swamp Line are being funded by the FEMA Hazard Mitigation Grant Program (HMGP).
- The scope of work as outlined in the report included projects to rehabilitate all six (6) sewer mains with total rehabilitation costs exceeding grants secured to date. Individual projects were ranked in Priority 1 -6 and associated budgets provided for each.
- The Village of Saranac Lake undertook an RFQ process and selected SDA to provide engineering design and construction phase services for the overall project. Based upon initial review of the information provided in the RFQ, and preliminary discussions with Village staff, the Village would like SDA to help establish a final project priority and refine cost estimates so that the final scope can be defined before final design is initiated.

PROJECT APPROACH

With Offices in Bolton Landing and Lake Placid, New York



Certified
Women-Owned
Business Enterprise

Based upon our understanding of the project, for the Trunk Sewer Main and Swamp Line SDA will:

- Review the existing data and scope items to rank sewer main priorities and major design elements with Village municipal staff.
- Utilize existing and publicly available data to refine project scope and estimates.
- SDA staff will provide 10% design alternatives and cost estimates.
- Attend five (5) design meetings with the Village to review project status and deliverables.
- Provide final 10% design scope, narrative, plans, and cost estimates for furtherance of final design.

SCOPE OF SERVICES

Task 01: Preliminary Design (AKA 10% Design)

Under this task, SDA will complete preliminary design for the FEME funded collection system portion of the Capital Project as well as complete project management and administration tasks. As requested, the work will include the following:

- Attending design and planning meetings (5)
- Completion of 10% Design Evaluation and Internal Memo Report
- Completion of 10% Design Alternatives and Cost Estimates
- Completion of 10% Design Scope Ranking and Definition
- Assist the Village in completing necessary documentation to secure short-term financing with the NYS EFC.

ASSUMPTIONS/LIMITATIONS

The following are excluded from this proposal:

- The project engineering report as prepared by AES Northeast is currently under review by the New York State Environmental Facilities Corporation. Response to comments is not included in the current proposal but can be added as an additional service.
- The Village will make available all existing documentation, including existing design plans, technical specifications and flow/loading data.
- No survey work will be completed with this phase. Use of existing and publicly available data will be used to complete the 10% design. The extent of the 10% design will be limited to the available data. The survey will be completed in future phases.
- SDA has been retained for final design, bidding, construction administration, and project representative services. The full scope, fee and schedule of these services is to be defined at a later date and will be subject to a separate proposal.
- SDA has been retained for preliminary design, final design, bidding, construction administration, and project representative services for the WPCP and FEMA funded collection system portions of the project. A proposal for same will be provided under separate cover(s).

PROFESSIONAL SERVICES FEE AND COMPENSATION



SDA will perform the above-listed professional services in accordance with the fees and schedule depicted in the Professional Services Fee Schedule. Lump sum tasks will be billed monthly commensurate with work completed to date. Time and material tasks will be completed on a time and materials basis which will be billed in accordance with our discounted rate schedule in effect at the time of service. The budgets for Time and Materials tasks are estimates only, SDA will attempt to complete the tasks within the subject budgets, but an additional budget may be required to complete the noted services. SDA will not exceed any budget without prior authorization from you.

Any direct expenses we incur (subconsultants, mileage, overnight mailings, document reproduction, etc.) are inclusive of the fee of Task 01

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

PROFESSIONAL SERVICES FEE SCHEDULE

Task	Lump Sum	T&M Estimate¹	Sub Fee¹	Schedule²
Task 01: Preliminary Design (AKA 10% Design)	\$52,360	---	---	Start: 11/11/2024 End: 3/1/2025
Subtotal	\$52,360	---	---	
Total	\$52,360			

¹Subconsultant & reimbursable fees include 15% markup for SDA's administrative efforts.

ATTACHMENTS

- Endorsement Page
- Standard Terms and Conditions
- NYSEFC Non-Construction Mandatory State Revolving Fund Terms and Conditions

CLOSING AND AGREEMENT

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

Sincerely,

Gregory Swart, PE, Project Manager

cc: File



ENDORSEMENTS

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

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

Client: Village of Saranac Lake

By: _____

By: _____

Print name: Kathleen A. Suozzo

Print name: Bachana Tsiklauri

Title: Managing Principal

Title: Village Manager

Date Signed: _____

Date Signed: _____

Address for SDA's receipt of notices:

Address for Client's receipt of notices:

P.O. Box 653, 4607 Lake Shore Drive

39 Main Street, Suite 9

Bolton Landing, NY 12814

Saranac Lake, NY 12983

Email for SDA's receipt of notices:

Email for Client's receipt of notices:

ksuozzo@sdapllc.com

**PART IV****ENGINEER STANDARD TERMS AND CONDITIONS**

- 1) **STANDARD OF CARE** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Engineer cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code.
- 2) **TECHNICAL ACCURACY** Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information.
- 3) **CONSULTANTS** Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client. Subject to the standard of care set forth in above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 4) **COMPLIANCE WITH LAWS, REGULATIONS, POLICIES, AND PROCEDURES** Engineer and Client shall comply with applicable Laws and Regulations. Engineer shall comply with any and all policies, procedures, and instructions of Client that are applicable to Engineer's performance of services under this Agreement and that Client provides to Engineer in writing, subject to the standard of care set forth above, and to the extent compliance is not inconsistent with professional practice requirements.

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

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

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

- 5) **CHANGE OF SCOPE** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.
- 6) **SAFETY** Engineer has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Engineer employees.

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

- 7) **DELAYS** If events beyond the control of Client or Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Engineer shall be entitled to an equitable adjustment in compensation.
- 8) **TERMINATION/SUSPENSION** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay Engineer for all Services, rendered prior to termination, plus any expenses of termination.

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

- 9) **OPINIONS OF CONSTRUCTION COSTS** Any opinion of construction costs prepared by Engineer is supplied for the general guidance of the Client only. Since Engineer has no control over competitive bidding or market conditions, Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 10) **RELATIONSHIP WITH CONTRACTORS** Engineer shall serve as Client's professional representative for the Services and may make recommendations to Client concerning actions relating to Client's other subcontractors, but Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client.

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

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

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

Engineer shall not be responsible for any decision made regarding the



EFC Funded Collection System Upgrades

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

- 12) **INSURANCE** Engineer will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Engineer's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For all projects the Client agrees to make the Engineer as an additional insured on its policies related to the project. For projects involving construction, Client agrees to require the Owner's construction contractor, if any, to include Engineer as an additional insured on its policies relating to the Project. Engineer's coverages referenced above shall, in such case, be excess over Client's or Owner's Contractor's primary coverage.
- 13) **HAZARDOUS MATERIALS** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Engineer and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall make provisions for, or have existing agreements with Owner to execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Engineer to execute such documents as Client's agent. Client waives any claim against Engineer and agrees to defend, indemnify, and save Engineer harmless from any claim or liability for injury or loss arising from Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials.
- 14) **INDEMNITIES** To the fullest extent permitted by law, Client and Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Engineer, they shall be borne by each party in proportion to its negligence.
- 15) **LIMITATIONS OF LIABILITY** No employee or agent of Engineer shall have individual liability to Client, Owner, or Project Contractor. Client agrees that, to the fullest extent permitted by law, Engineer's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Engineer's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement or be limited in the aggregate to the amount of Engineer's insurance or if Client desires a limit of liability greater than that provided above, Client and Engineer shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to Engineer for assumption of such additional risk.
- IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.
- 16) **ACCESS** Client shall provide Engineer safe access to any premises necessary for Engineer to provide the Services.

- 17) **REUSE OF PROJECT DELIVERABLES** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Engineer for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the Engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, Engineer shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this 30-day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.

All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

- 18) **RECORDS RETENTION** Engineer shall maintain on file in legible form, for a period of three years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Client's request, Engineer shall provide a copy of any such item to Client at cost.
- 19) **PROPRIETARY INFORMATION** Information relating to the Project, unless in the public domain, shall be kept confidential by Client and Engineer and shall not be made available to third parties without written consent of the other party.
- 20) **INDEPENDENT CONTRACTOR** Engineer is an independent Contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. Nothing contained in this Agreement will create any contractual relationship between The Owner and Engineer.
- 21) **AMENDMENT** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 22) **ASSIGNMENT** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
- 23) **STATUTE OF LIMITATIONS** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.
- 24) **DISPUTE RESOLUTION** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.



EFC Funded Collection System Upgrades

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

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



**Environmental
Facilities Corporation**

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Terms and Conditions

**For Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

☐ **Treatment Works and Drinking Water Projects**

☐ **Non-Treatment Works**

☒ **Non-Construction**

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

Contents

INTRODUCTION.....	4
REQUIRED CONTRACT LANGUAGE.....	4
COMMONLY USED TERMS	4
SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS	5
SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS	5
I. General Provisions.....	5
II. Equal Employment Opportunities (EEO)	6
III. Business Participation Opportunities for MWBEs	7
A. Contract Goals	7
B. MWBE Utilization Plan	8
C. Request for Waiver	8
D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")	8
E. Liquidated Damages - MWBE Participation.....	9
SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES	9
SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT	10
SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS	10
SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT	16
SECTION 7 RESTRICTIONS ON LOBBYING	16
SECTION 8 CONSTRUCTION SIGNS.....	16
ATTACHMENTS (Required Forms).....	17
Attachment 1 – EFC MWBE Utilization Plan.....	18
Attachment 2 – AIS Contractor's Certification.....	19
Attachment 3 – Lobbying Certification	20

INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
 - C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
 - D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet>, if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%.** For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>.
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>. Wage determinations may be obtained from the US Department of Labor's website, <https://beta.sam.gov/>.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 2. The classification is utilized in the area by the construction industry; and,
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided that* the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- 5. **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
- 6. **Subcontracts.** The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.
- 7. **Contract Termination: Debarment.** A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
- 8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts.** The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			County:	
Project No.:	GIGP No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:		Email:	Phone #:	
Address of MBO:				
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE <u>or</u> WBE.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total	PROPOSED MWBE Participation
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: % \$	Total: % \$

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is:		<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:	
NYS Certified M/WBE Subcontractor Info		Contract Amount:	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION continued			
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:	
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:	
Full Contract Amount: \$			
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:	
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:	
Full Contract Amount: \$			
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:	
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:	
Full Contract Amount: \$			
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:	
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:	
Full Contract Amount: \$			
SIGNATURE			
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.			Date:
Name (Please Type):			

Attachment 2 – AIS Contractor's Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.:

Recipient:

Project Description:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:

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

SUBJECT: SDA Contract and Funding for WPCP Project

Date: 11/11/2024

DEPT OF ORIGIN: Village Manager

Bill # 172-2024

DATE SUBMITTED: 11/6/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

RESOLUTION TO AUTHORIZE THE VILLAGE OF SARANAC LAKE TO CONTRACT WITH
SUOZZO, DOTY, AND ASSOCIATES (SDA) AND APPROVE FUNDING SOURCE FOR
PROFESSIONAL SERVICES CONTRACT FOR THE WATER POLLUTION CONTROL PLANT
UPGRADES

MOVED BY: Scollin SECONDED BY: White

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE RYAN

yes

TRUSTEE WHITE

yes

TRUSTEE SCOLLIN

yes

TRUSTEE BRUNETTE

yes

RESOLUTION TO AUTHORIZE THE VILLAGE OF SARANAC LAKE TO CONTRACT WITH
SUOZZO, DOTY, AND ASSOCIATES (SDA) AND APPROVE FUNDING SOURCE FOR
PROFESSIONAL SERVICES CONTRACT FOR THE WATER POLLUTION CONTROL PLANT
UPGRADES PROJECT #24-128

WHEREAS, SDA will perform the professional engineering services and assist the Village with the Water Pollution Control Plant (WPCP) upgrade portion of the Collection System Project #24-128, and,

WHEREAS, there are budgetary appropriations necessary to cover costs associated with these professional services, and,

WHEREAS, the appropriation of \$163,250 of the sewer unreserved fund to the General Fund Capital Project Fund (#251) is necessary to cover the work related to the Water Pollution Control Plant Upgrades by SDA.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees approves the contract with SDA and authorizes the transfer of \$163,250 to the Capital Project Account (#251).



Suozzo, Doty & Associates

PROFESSIONAL ENGINEERING, PLLC

Bolton Landing Office
4607 Lake Shore Drive, Bolton Landing, NY 12814
(518) 240-6293
www.sdapllc.com

November 6, 2024

Bachana Tsiklauri
Village Manager
39 Main Street, Suite 9
Saranac Lake, NY 12983

**RE: Village of Saranac Lake WPCP Upgrades - Professional Services Proposal
SDA Project #24-128**

Dear Mr. Tsiklauri,

Suozzo, Doty & Associates Professional Engineering, PLLC (SDA) thanks you for the opportunity to submit this professional services proposal for your consideration. This proposal is for the Water Pollution Control Plant (WPCP) upgrade portion of the Village's overall WPCP and collection system capital project. This proposal (Task 01) is for preliminary engineering to initiate design and refine the final project scope and estimates. We note that this proposed agreement is subject to the attached NYSEFC Mandatory State Revolving Fund Terms and Conditions, Effective October 1, 2023, and is made part of this contract.

Please see below for specific detail regarding our proposal:

PROJECT UNDERSTANDING

- The Village of Saranac Lake conducted an evaluation of the existing WPCP in conjunction with a revised SPDES permit issued by the NYS DEC. This evaluation was conducted by AES Northeast and identified several improvements to the WPCP. The report was used to secure grant funds from two different agencies (FEMA and NYSEFC).
- The scope of work as outlined in the report included several projects with total rehabilitation costs exceeding grants secured to date. Individual projects were ranked into Priority 1, 2 and 3 and associated budgets provided for each level of priority.
- The Village of Saranac Lake undertook an RFQ process and selected SDA to provide engineering design and construction phase services for the overall project. Based upon initial review of the information provided in the RFQ and preliminary discussion with Village staff, the Village would like SDA to help establish a final project priority and refine cost estimates so that the final scope can be defined before final design is initiated.

PROJECT APPROACH

Based upon our understanding of the project, SDA will:

- Review the existing data and scope items to rank project priorities and major design elements with Village municipal staff.

With Offices in Bolton Landing and Lake Placid, New York



Certified
Women-Owned
Business Enterprise



- Subcontract with Jade Stone Engineering (JSE) for electrical evaluations, Springline Design (SLD) to confirm previous building evaluations, and Synergistic Solutions (SS) to provide refined cost estimates.
- SDA staff will provide 10% design alternatives and cost estimates for the Priority 1 tasks as listed in the existing engineering report. Should estimates indicate additional funds available for construction, SDA will extend 10% design and cost estimates to additional items as identified by Village Staff.
- Attend five (5) monthly design meetings with the Village to review project status and deliverables.
- Provide final 10% design scope, narrative, plans, and cost estimates for furtherance of final design.

SCOPE OF SERVICES

Task 01: Preliminary Design (AKA 10% Design)

Under this task, SDA will complete preliminary design for the WPCP portion of the Capital Project as well as complete project management and administration tasks. As requested, the work will include the following:

- Attending sewer committee meetings (5)
- Attending board meetings (5)
- Completion of 10% Design Evaluation and Internal Memo Report
- Completion of 10% Design Alternatives and Cost Estimates
- Completion of 10% Design Scope Ranking and Definition
- Assist the Village in completing necessary documentation to secure short-term financing with the NYS EFC.

ASSUMPTIONS/LIMITATIONS

The following are excluded from this proposal:

- The project engineering report as prepared by AES Northeast is currently under review by the New York State Environmental Facilities Corporation. Response to comments is not included in the current proposal but can be added as an additional service.
- The Village will make available all existing documentation, including existing design plans, technical specifications and flow/loading data.
- SDA has been retained for final design, bidding, construction administration, and project representative services. The full scope, fee and schedule of these services is to be defined at a later date and will be subject to a separate proposal.
- SDA has been retained for preliminary design, final design, bidding, construction administration, and project representative services for the collection system portion of the project. A proposal for same will be provided under separate cover(s).
- Survey, Lead and Asbestos Testing, Archeological, Geotechnical work will be provided under a separate phase.



PROFESSIONAL SERVICES FEE AND COMPENSATION

SDA will perform the above-listed professional services in accordance with the fees and schedule depicted in the Professional Services Fee Schedule. Lump sum tasks will be billed monthly commensurate with work completed to date. Time and material tasks will be completed on a time and materials basis which will be billed in accordance with our discounted rate schedule in effect at the time of service. The budgets for Time and Materials tasks are estimates only, SDA will attempt to complete the tasks within the subject budgets, but an additional budget may be required to complete the noted services. SDA will not exceed any budget without prior authorization from you.

Any direct expenses we incur (subconsultants, mileage, overnight mailings, document reproduction, etc.) are inclusive of the fee of Task 1

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

PROFESSIONAL SERVICES FEE SCHEDULE

Task	Lump Sum	T&M Estimate¹	Sub Fee¹	Schedule²
Task 01: Preliminary Design (AKA 10% Design)	\$111,500	---	(SLD) - \$5,750 (JSE) - \$40,250 (SS) - \$ 5,750	Start: 11/11/2024 End: 3/1/2025
Subtotal	\$111,500	---	\$51,750	
Total			\$163,250	

¹Subconsultant & reimbursable fees include 15% markup for SDA's administrative efforts.

ATTACHMENTS

- Endorsement Page
- Standard Terms and Conditions
- NYSEFC Non-Construction Mandatory State Revolving Fund Terms and Conditions

CLOSING AND AGREEMENT

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

Sincerely,

Gregory Swart, PE, Project Manager

Mark Suozzo, PE, WWTP Lead Engineer

cc: File

ENDORSEMENTS

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

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

Client: Village of Saranac Lake

By: _____

By: _____

Print name: Kathleen A. Suozzo

Print name: Bachana Tsiklauri

Title: Managing Principal

Title: Village Manager

Date Signed: _____

Date Signed: _____

Address for SDA's receipt of notices:

Address for Client's receipt of notices:

P.O. Box 653, 4607 Lake Shore Drive

39 Main Street, Suite 9

Bolton Landing, NY 12814

Saranac Lake, NY 12983

Email for SDA's receipt of notices:

Email for Client's receipt of notices:

ksuozzo@sdapllc.com

Water Pollution Control Plant Upgrades

PART IV ENGINEER STANDARD TERMS AND CONDITIONS

- 1) **STANDARD OF CARE** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Engineer cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code.
- 2) **TECHNICAL ACCURACY** Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information.
- 3) **CONSULTANTS** Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client. Subject to the standard of care set forth in above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 4) **COMPLIANCE WITH LAWS, REGULATIONS, POLICIES, AND PROCEDURES** Engineer and Client shall comply with applicable Laws and Regulations. Engineer shall comply with any and all policies, procedures, and instructions of Client that are applicable to Engineer's performance of services under this Agreement and that Client provides to Engineer in writing, subject to the standard of care set forth above, and to the extent compliance is not inconsistent with professional practice requirements.

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

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

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

- 5) **CHANGE OF SCOPE** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.
- 6) **SAFETY** Engineer has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Engineer employees.

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

- 7) **DELAYS** If events beyond the control of Client or Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Engineer shall be entitled to an equitable adjustment in compensation.
- 8) **TERMINATION/SUSPENSION** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay Engineer for all Services, rendered prior to termination, plus any expenses of termination.

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

- 9) **OPINIONS OF CONSTRUCTION COSTS** Any opinion of construction costs prepared by Engineer is supplied for the general guidance of the Client only. Since Engineer has no control over competitive bidding or market conditions, Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 10) **RELATIONSHIP WITH CONTRACTORS** Engineer shall serve as Client's professional representative for the Services and may make recommendations to Client concerning actions relating to Client's other subcontractors, but Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client.

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

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

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

Engineer shall not be responsible for any decision made regarding the

Water Pollution Control Plant Upgrades

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

- 12) **INSURANCE** Engineer will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Engineer's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For all projects the Client agrees to make the Engineer as an additional insured on its policies related to the project. For projects involving construction, Client agrees to require the Owner's construction contractor, if any, to include Engineer as an additional insured on its policies relating to the Project. Engineer's coverages referenced above shall, in such case, be excess over Client's or Owner's Contractor's primary coverage.
- 13) **HAZARDOUS MATERIALS** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Engineer and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall make provisions for, or have existing agreements with Owner to execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Engineer to execute such documents as Client's agent. Client waives any claim against Engineer and agrees to defend, indemnify, and save Engineer harmless from any claim or liability for injury or loss arising from Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials.
- 14) **INDEMNITIES** To the fullest extent permitted by law, Client and Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Engineer, they shall be borne by each party in proportion to its negligence.
- 15) **LIMITATIONS OF LIABILITY** No employee or agent of Engineer shall have individual liability to Client, Owner, or Project Contractor. Client agrees that, to the fullest extent permitted by law, Engineer's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Engineer's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement or be limited in the aggregate to the amount of Engineer's insurance or if Client desires a limit of liability greater than that provided above, Client and Engineer shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to Engineer for assumption of such additional risk.
- IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.
- 16) **ACCESS** Client shall provide Engineer safe access to any premises necessary for Engineer to provide the Services.

- 17) **REUSE OF PROJECT DELIVERABLES** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Engineer for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the Engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, Engineer shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this 30-day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.

All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

- 18) **RECORDS RETENTION** Engineer shall maintain on file in legible form, for a period of three years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Client's request, Engineer shall provide a copy of any such item to Client at cost.
- 19) **PROPRIETARY INFORMATION** Information relating to the Project, unless in the public domain, shall be kept confidential by Client and Engineer and shall not be made available to third parties without written consent of the other party.
- 20) **INDEPENDENT CONTRACTOR** Engineer is an independent Contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. Nothing contained in this Agreement will create any contractual relationship between The Owner and Engineer.
- 21) **AMENDMENT** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 22) **ASSIGNMENT** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
- 23) **STATUTE OF LIMITATIONS** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.
- 24) **DISPUTE RESOLUTION** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.



Water Pollution Control Plant Upgrades

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

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



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Terms and Conditions

**For Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

☐ **Treatment Works and Drinking Water Projects**

☐ **Non-Treatment Works**

☒ **Non-Construction**

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

Contents

INTRODUCTION.....	4
REQUIRED CONTRACT LANGUAGE.....	4
COMMONLY USED TERMS	4
SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS	5
SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS	5
I. General Provisions.....	5
II. Equal Employment Opportunities (EEQ)	6
III. Business Participation Opportunities for MWBEs.....	7
A. Contract Goals	7
B. MWBE Utilization Plan	8
C. Request for Waiver	8
D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")	8
E. Liquidated Damages - MWBE Participation.....	9
SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES.....	9
SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT	10
SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS	10
SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT	16
SECTION 7 RESTRICTIONS ON LOBBYING	16
SECTION 8 CONSTRUCTION SIGNS	16
ATTACHMENTS (Required Forms).....	17
Attachment 1 – EFC MWBE Utilization Plan.....	18
Attachment 2 – AIS Contractor's Certification.....	19
Attachment 3 – Lobbying Certification	20

INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet>, if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%.** For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>.
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>. Wage determinations may be obtained from the US Department of Labor's website, <https://beta.sam.gov/>.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 2. The classification is utilized in the area by the construction industry; and,
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

- (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts.** The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. **In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,**

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION					
Recipient/Municipality:			County:		
Project No.:	GIGP No.:	Contract ID:	Registration No. (NYC only):		
Minority Business Officer:		Email:	Phone #:		
Address of MBO:					
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.					Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION					
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services		
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE.					
Address:		Phone #:		Fed. Employer ID #:	
Description of Work:			Email:		
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total		PROPOSED MWBE Participation
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: % \$		Total: % \$

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is: <input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:			
NYS Certified M/WBE Subcontractor Info		Contract Amount:	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:	
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:	
Full Contract Amount: \$			
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:	
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:	
Full Contract Amount: \$			
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:	
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:	
Full Contract Amount: \$			
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:	
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		Completion Date:	
Full Contract Amount: \$			
SIGNATURE			
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.			Date:
Name (Please Type):			

Attachment 2 – AIS Contractor's Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.:

Recipient:

Project Description:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:

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

SUBJECT: STR Cap and Exception to Cap Policy

Date: 11/11/2024

DEPT OF ORIGIN: Trustee Scollin & Trustee Brunette

Bill # 173-2024

DATE SUBMITTED: 11/7/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution adopting a policy for establishing a cap on new Short-Term Rental Permits and criteria for cap exemptions

MOVED BY: Scollin SECONDED BY: Ryan

VOTE ON ROLL CALL: TO TABLE

MAYOR WILLIAMS

yes

TRUSTEE RYAN

yes

TRUSTEE WHITE

yes

TRUSTEE SCOLLIN

yes

TRUSTEE BRUNETTE

yes

Resolution
RESOLUTION ADOPTING A POLICY FOR
ESTABLISHING A CAP ON NEW SHORT TERM RENTAL PERMITS
AND CRITERIA FOR CAP EXEMPTIONS

WHEREAS, in accordance with § 106-104.3 Short-term rentals of the Saranac Lake Development Code, the Board of Trustees sets the maximum number of STR permits allowed during any given period (the 'cap'); and

WHEREAS, the initial maximum number of STR permits that can be issued is ten; and

WHEREAS, the Board of Trustees desires to have a fair and consistent approach to determining where new STR permits may be issued within the overall cap that meets the objectives of the STR regulations; and

WHEREAS, once the cap is established exemptions to the cap may be granted by the Board of Trustees under special circumstances such as new construction and rehabilitation of a derelict or dilapidated building; and

WHEREAS, the Board of Trustees recognizes the value in establishing a policy for the fair and consistent review of cap exemption requests that meet the the objectives of the STR regulations.

THEREFORE, BE IT RESOLVED, the Board of Trustees hereby establishes the following policy for (1) determining in which zoning districts new STR permits may be issued and (2) granting of exceptions to the cap on short-term rentals permitted in a zoning district.

Village of Saranac Lake
Policy establishing new short term rental permits and criteria for cap exemptions

1. To comply with the STR Law's requirement for setting caps on STR permits, the Board of Trustees must:
 - Determine appropriate cap levels per zoning district.
 - Propose initial caps for new STR permits (excluding pre-existing STRs) in line with the current law's limitations, which restrict new permits to a maximum of 10 village-wide since the law's effective date.
2. The total number of new STR permits that may be issued between January 1, 2025 and December 31, 2025 is ten (10).
3. The criteria for determining the number of new STR permits that may be issued in each zoning district is set forth below:

STR PERMIT CAPS:

If there are currently no STRs / cap = 0

If there are less than 50 residential properties / cap = 0

Between 51-200 residential properties / cap = 1

Over 200 residential properties / cap = 2

Zoning District	Residential Properties	STR Units	Unlicensed * STR Units	Cap #
A1	NA	0	0	0
A2	51	4	0	1
A3	NA	0	1	0
A4	NA	0	0	0
A5	3	1	0	0
B1	NA	0	1	0
B2	4	2	1	0
B3	18	2	0	0
B4	30	3	3	0
C1	NA	0	0	0
C2	88	4	0	1
C3	NA	0	0	0
C4	NA	0	0	0

D1	139	8	5	1
D2	60	4	0	1
D3	NA	0	0	0
E1	19	2	0	0
E2	35	6	0	0
E3	31	5	2	0
F1	NA	0	0	0
F2	293	6	3	2
G	NA	0	1	0
H1	186	12	2	1
H2	1	1	0	0
H3	73	2	3	1
I	NA	0	1	0
J1	198	5	1	1
J2	NA	0	0	0
K1	NA	0	0	0
K2	125	13	3	1
K3	45	1	0	0
K4	NA	0	0	0
L1	NA	0	0	0
L2	NA	0	0	0
L3	NA	0	0	0
TOTAL	1527	81	27	10

*Compliance and Enforcement Required: There are currently 27 unlicensed.

Exemption Criteria

Exemptions to the caps 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 to the caps that may be granted by the Board of Trustees shall first require a public hearing [106-104.3 C3.Short-term rentals]. **Exemptions are NOT to the law, but to the CAP.*

New Construction:

New construction is defined as the creation of a building or structure on a previously undeveloped lot, the complete reconstruction of an existing structure on its original footprint or an expanded footprint, or the addition to an existing building that results in an increase in habitable space, and which complies with the Development Code and NYS Building Code.

For purposes of this policy, new construction also includes projects that result in the creation of one or more new dwelling units not previously used for short-term rentals. The construction must comply with the Development Code and NYS Building Code and receive a certificate of occupancy.

Rehabilitation of a Derelict or Dilapidated Building:

Rehabilitation of a derelict or dilapidated building is defined as the comprehensive renovation work on a property deemed unsafe, or unfit for occupancy due to significant structural, or code deficiencies. Rehabilitation must address key elements of habitability, including structural integrity, compliance with the NYS Building Code, and modernization of essential systems (e.g., electrical, plumbing, HVAC). This work should aim to restore the property to a livable and visually improved state, contributing positively to the community.

For purposes of this policy, that applicant must demonstrate a substantive investment in bringing the building up to standards, as verified by documentation of repairs, inspections, and a certificate of occupancy upon completion.

The Board of Trustees will consider exceptions to the cap for a project when it meets one or more of the following criteria:

1. New construction. The construction of a new building that includes at least one (1) dwelling unit.
2. Addition. An addition to an existing building that includes the creation of at least one (1) dwelling unit and which results in the net addition of at least one (1) dwelling unit in the building.
3. Substantial improvement. The repair, alteration or addition of a building, the cost of which equals or exceeds 50 percent of the market value of the building, before the repair, alteration or addition is started, and which results in the issuance of a certificate of occupancy for at least one (1) dwelling unit in the building.
4. Repair or alteration of an unsafe building. The repair or alteration of a building or dwelling unit deemed unsafe and/or unfit for human occupancy by the Code Enforcement Officer and which results in the issuance of a certificate of occupancy for the building and at least one (1) dwelling unit in the building.

Procedure for Review

An application for an exception to the STR cap shall be submitted to the Community Development Department. The application should include information that demonstrates how the proposed project will meet one or more of the criteria. The Director shall submit a complete application to the Board of Trustees, which may, at its discretion, schedule a public hearing.

Decision

The Board of Trustees, after review of the application and consideration of comments received during the public hearing, may approve or disapprove the exception to the STR cap by resolution.

Applicability of Regulations

A project for which an exception to the STR cap is approved is subject to all applicable requirements of the Village of Saranac Lake Development Code and NYS Building Code. A special use permit and STR permit shall be issued before an STR may operate.

Expiration

An STR for which an exception has been approved shall receive a special use permit and STR permit within two years of the exception approval date after which the Board of Trustees may rescind the exception by resolution.