

VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
39 MAIN STREET SARANAC LAKE NY
MEETING AGENDA 5:00 PM
Tuesday, October 14, 2025

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

Join Zoom Meeting

<https://us02web.zoom.us/j/82045243868>

Meeting ID: 820 4524 3868

CALL TO ORDER

ROLL CALL:

AUDITING:

- a. Pay Vouchers
- b. Approve Minutes from 9-22-2025

SPECIAL GUESTS: SDA representative Greg Swart and MJ Engineering subconsultant - Smart Growth Grant

PUBLIC COMMENT:

ITEMS FOR BOARD ACTION

BILL	139	2025	Call for a Public Hearing on Local Law annexing Pine View Village Apartments, LLC into the Village of Saranac Lake
BILL	140	2025	Authorize the Overnight Travel and training for the Chief of Police
BILL	141	2025	Approve Quarterly Budget Adjustments
BILL	142	2025	Resolution establishing a Municipal Building Upgrades Capital Project Fund and authorize transfer
BILL	143	2025	Accept Franklin County Destination Cooperative Marketing Program (DCMP) Grant
BILL	144	2025	Authorize Village Manager to execute term sheet with the APA
BILL	145	2025	Approve SDA Contract Amendment for Water Pollution Control Plant Project Upgrades
BILL	146	2025	Approve SDA Contract Amendment for Water Treatment Plant Project Upgrades
BILL	147	2025	Resolution to support New York SWIMS Grant Application for William Wallace Park and Lake Colby Beach Upgrades
BILL	148	2025	Approve CDBG adult center subrecipient agreement
BILL	149	2025	Resolution approving design for Temporary Rail Trail Signage
BILL	150	2025	Resolution authorizing the creation of Cannabis Sales Taxation Funds Grant Program

OLD BUSINESS:

Trustee White- Public Safety Building September Update, KAS Environmental Site Assessment Report Geothermal Project Discussion, Internal audit discussion, and Financial status of the proposed public safety facility

Trustee Brunette-Capital Improvement Plan, Arts and Culture Advisory Board and Downtown Advisory Board ex-officio updates.

NEW BUSINESS:

Trustee White-Possible APA relocation to downtown: Next steps in evaluating the project, any planned meetings? Potential times for public information sessions and hearing? Discussion on organizing community outreach regarding immigration checks, enforcement by local law enforcement.

Mayor Williams- New water/sewer rate code

PUBLIC COMMENT:

EXECUTIVE SESSION: Proposed Lease or Sale of real property and Collective Bargaining Negotiations per Article 14 of Civil Service Law

MOTION TO ADJOURN

PUBLIC COMMENT

PERIOD OF MEETINGS

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

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

VILLAGE BOARD REGULAR MEETING

Monday, September 22, 2025

Regular Meeting began at 5:00 PM and ended at 7:05 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Williams present; Trustee Brunette present; Trustee Ryan; present;
Trustee Scollin absent; Trustee White present.

Staff also Present: Village Manager Bachana Tsiklauri and Village Clerk Amanda Hopf

AUDITING:

Chair Mayor Williams called for a motion to approve payment for the 2025 and 2026 Budgets \$321,219.72 batch number 09222025. Complete detail of these vouchers is attached and made part of these minutes.

Motion: Brunette Second: Ryan

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

APPROVAL OF MINUTES:

Chair Mayor Williams called for a motion to approve the minutes

Motion: Ryan Second: White

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

SPECIAL GUEST: Mitch Dewein CHA Solutions on Geothermal opportunities for Saranac Lake

PUBLIC HEARING: Submission of CDBG for public facilities and improvements program applications for Saranac Lake Adult Center

Mayor Williams called for a motion to open the Public Hearing

Motion: Ryan Second: White

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

Public Comment:

Susan Waters appreciation of board support and Adult Center Progress

Jeremy Evans read notice for Public Hearing

Mayor Williams called for a motion to close the Public Hearing

Motion: White Second: Ryan

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

PUBLIC COMMENT:

Laura Jean Swanson Cannabis Tax Funding Programs

ITEMS FOR BOARD ACTION:

Bill 132-Deem Equipment Surplus

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

Chair Mayor Williams called for a motion

Motion: Brunette Second: White

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

Bill 133-2025 Resolution establishing standard workday for elected and appointed officials as required by and reported by the NYS Retirement System

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 134-Resolution to appoint Cassandra Van Cott to the SLLDC

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 135-2025 Approve SDA contract amendment for Sewer Project

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 136-2025 Resolution directing the issuance of RFP for the Village Audit

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: Williams Second: White

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

Bill 137-2025 Authorize the Village Manager to execute agreement with Pine View Village Apartments LLC and Road Dedication Release

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 no.

Bill 138-2025 Resolution authorizing the SEQR type II Determination for a New York State Smart Growth Grant for the Contractual Services for Construction drawings and bid documents for accessibility upgrades at Lake Colby Beach and William Wallace Park

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 no.

OLD BUSINESS: Emergency Services Facility Site Plan and Environmental Study Discussion, Public Safety Building Committee Discussion, and Baldwin Park Committee Discussion.

NEW BUSINESS:

PUBLIC COMMENT:

MOTION TO ADJURN:

Chair Mayor Williams called for a motion

Motion: White Second: Ryan

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



Lake Flower Avenue Corridor Study Village of Saranac Lake, NY

Village Board Meeting

OCTOBER 14, 2025

5:00 PM



**Suozzo, Doty
& Associates**

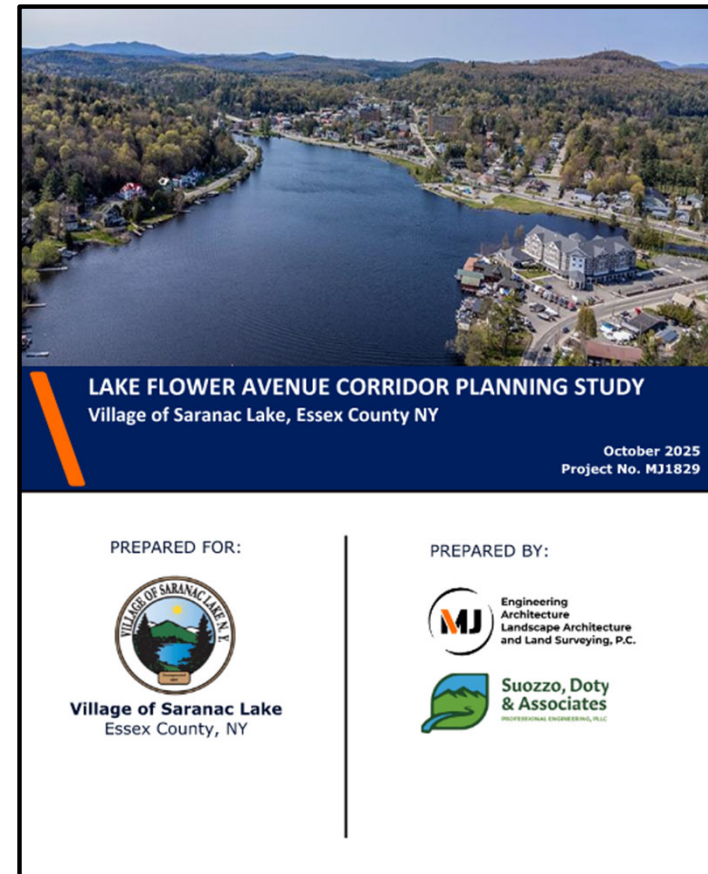
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**Engineering
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and Land Surveying, P.C.**

Agenda

- Study Team
- Study Overview
- Plan Overview, Discuss Concepts
- Closing Remarks, Q&A



Study Team

Sponsors

Village of Saranac Lake

Consultants

Suozzo, Doty & Associates

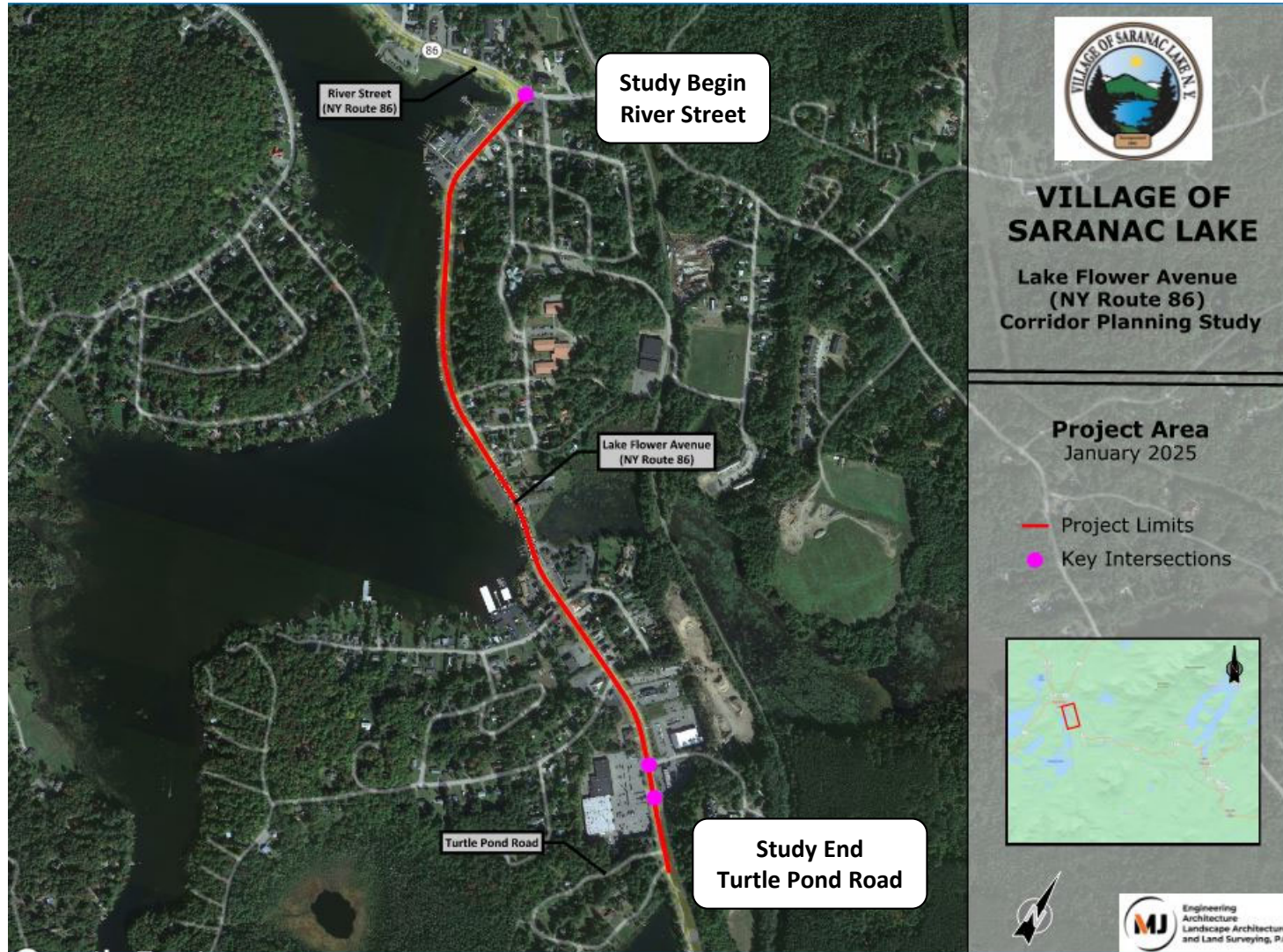
MJ Engineering, Architecture, Landscape
Architecture, and Land Surveying, P.C.

Grant Funding

NYSDEC Smart Growth Grant Program



Study Overview: Project Limits



**Suozzo, Doty
& Associates**
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Study Overview: Objectives

Provide engineered recommendations that will:

- Create a safer environment for all modes of transportation
- Improve sidewalks and crosswalks for safe, accessible pedestrian travel
- Enhance the look of the corridor with gateway features to create a more attractive and sustainable environment
- Ensure future utility needs are met

Study Goal

To develop a Plan that can be used to pursue funding opportunities and guide implementation of improvements.



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Study Overview: Existing Conditions

Roadway Physical Characteristics

Lane / Shoulder Widths

Roadway Functional Class

Intersection Stop Control

Pedestrian Accommodations

Walkability

Accessibility

ADA Compliance

Existing Traffic Data

Volume, Speed & Class

Level of Service Analysis

Crash History

NYSDOT CLEAR Database

Crash Types and Patterns

Environmental Resources

Historic & Cultural Resources

Sensitive Environmental Features

Municipal Utilities

Water

Sanitary Sewer

Storm Sewer



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Public Engagement

Stakeholder Meeting

- Stakeholder Meeting on December 4, 2024, at Lake Flower Landing
- Local business owners
- Repeated Concerns:
 - Storm drainage collection
 - Lack of crosswalks
 - Sidewalk obstructions
 - Lack of on-street parking
 - Poor pedestrian connectivity and mobility
 - Will Rogers intersection



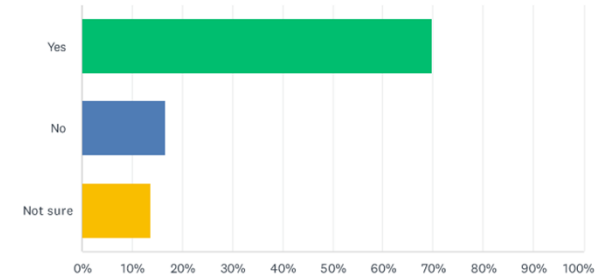
Public Engagement

Survey

- Online Survey active from December 2024 to March 2024
- 68 total participants in the survey
- Feedback directly influenced recommendations
- Repeated Concerns:
 - Vehicle turning movements
 - Lack of crosswalks
 - Walking is difficult
 - Parking is difficult
 - Speed (50/50)

Q2 Are there vehicular access issues (i.e. access to businesses or points of interest) on Lake Flower Avenue?

Answered: 66 Skipped: 2



Q8 If yes, for which points of interest? (Please identify)

Answered: 26 Skipped: 42

#	RESPONSES	DATE
1	For rail trail access on Will Rogers Dr	2/26/2025 3:01 PM
2	Rail trail; boating businesses.	2/24/2025 7:02 PM
3	Bike trail entrance. Speed limits. Bikes donate along Lake Flower. We use the sidewalk. The road is too narrow for bikes and cars together.	2/24/2025 3:22 PM
4	No new signage please! Everywhere doesn't need the visual pollution of excessive signage for every single thing. Keep the joy of map reading alive.	2/23/2025 10:59 PM
5	Dunkin, Mobil, McDonald's at that end. Ice cream at the NBT end.	2/23/2025 8:25 PM
6	Businesses, lodging, Baldwin Park, Riverside Park, Prescott Park, Riverfront Park and Downtown.	2/23/2025 9:51 AM
7	yes you need signage on the trail to point to food/business access (this is true through the intersections of the rail trail with village roads all the way until the kinneys crossing) and for road signage point to the trail ie At Aldis, NBT Bank, pine street, bdale ave, stewart's etc) need a comprehensive signage plan for this	2/23/2025 9:37 AM
8	The Intersection at NBT bank is unclear and many cars stop when there's no stop sign	2/23/2025 12:08 AM
9	Rail trail access	2/21/2025 9:27 PM
10	Park, rail trail access, midway between	2/21/2025 6:56 AM
11	Boat launch, services, restaurants, businesses	2/20/2025 8:34 PM
12	Rail Trail	2/20/2025 8:01 PM
13	Many signs in this town	2/20/2025 6:33 PM
14	Question 7 needs to be more specific/ needs clarity.	2/20/2025 6:07 PM
15	signs indicating how to access the rail trail at Aldis	2/20/2025 6:02 PM
16	Rail trail access	2/20/2025 5:33 PM
17	rail trail access	2/20/2025 5:26 PM
18	Rail Trail	2/20/2025 5:05 PM
19	Rail trail parking	2/20/2025 4:36 PM
20	Rail trail does not support access to businesses	2/20/2025 3:50 PM
21	Entry / access points beginning at the bottom of Will Rogers hill.	2/20/2025 3:16 PM
22	Commercial district (Broadway too!) "Shopping" (I have a boutique near the post office, but signs do not really invite folks to cross the Saranac River bridge to get to the "left bank" of the Saranac.). Mount Pisgah. Historic Saranac Lake Museum Adk Loon Center Visitor's Center Pendragon Theater Library Post Office Hospital Public Restroom Public Park Dog Park River Walk Mt Baker Public Parking	2/20/2025 2:10 PM
23	More signs for businesses (such as coffee and cafes) and outdoorsing businesses.	2/20/2025 2:06 PM
24	Rail Trail Access. Park where tennis courts are	2/20/2025 1:56 PM
25	Clear signage directing users of the Rail Trail safely into downtown, for example at Main Street and Pine.	2/20/2025 1:54 PM
26	Not clear if this question goes with the Rail Trail access at Will Rogers? Where can one park?	2/20/2025 1:45 PM

RESPONSES	
69.70%	46
16.67%	11
13.64%	9
	66



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Primary Issues Identified

Multi-Modal Issue Summary

- Pedestrian Safety and Accessibility Deficiencies
 - No marked crosswalks at any of the 10 study area intersections.
 - Non-ADA-Complaint Curb ramps and lack of detectable warning units at curb ramps
 - High Pedestrian activity near Baldwin Park, Mountain Mist Ice Cream



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Primary Issues Identified

Multi-Modal Issue Summary

- Traffic Operations and Congestion
 - Failing Level of Service (LOS) at key unsignalized intersections
 - Lake Flower / River : Westbound Approach = LOS E for the Saturday Peak Hr
 - Lake Flower / Will Rogers : Westbound Approach = LOS E for the Saturday Peak Hr
 - Lake Flower / Shopping Center: Eastbound Approach = LOS F for the Saturday Peak Hr

Level of Service	Unsignalized Intersection Delay (sec/veh)	Signalized Intersection Delay (sec/veh)	Description
A	≤ 10	≤ 10	Excellent
B	$> 10 \text{ \& } \leq 15$	$> 10 \text{ \& } \leq 20$	Very Good
C	$> 15 \text{ \& } \leq 25$	$> 20 \text{ \& } \leq 35$	Good
D	$> 25 \text{ \& } \leq 35$	$> 35 \text{ \& } \leq 55$	Acceptable
E	$> 35 \text{ \& } \leq 50$	$> 55 \text{ \& } \leq 80$	Poor
F	> 50	> 80	Failing



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Primary Issues Identified

Multi-Modal Issue Summary

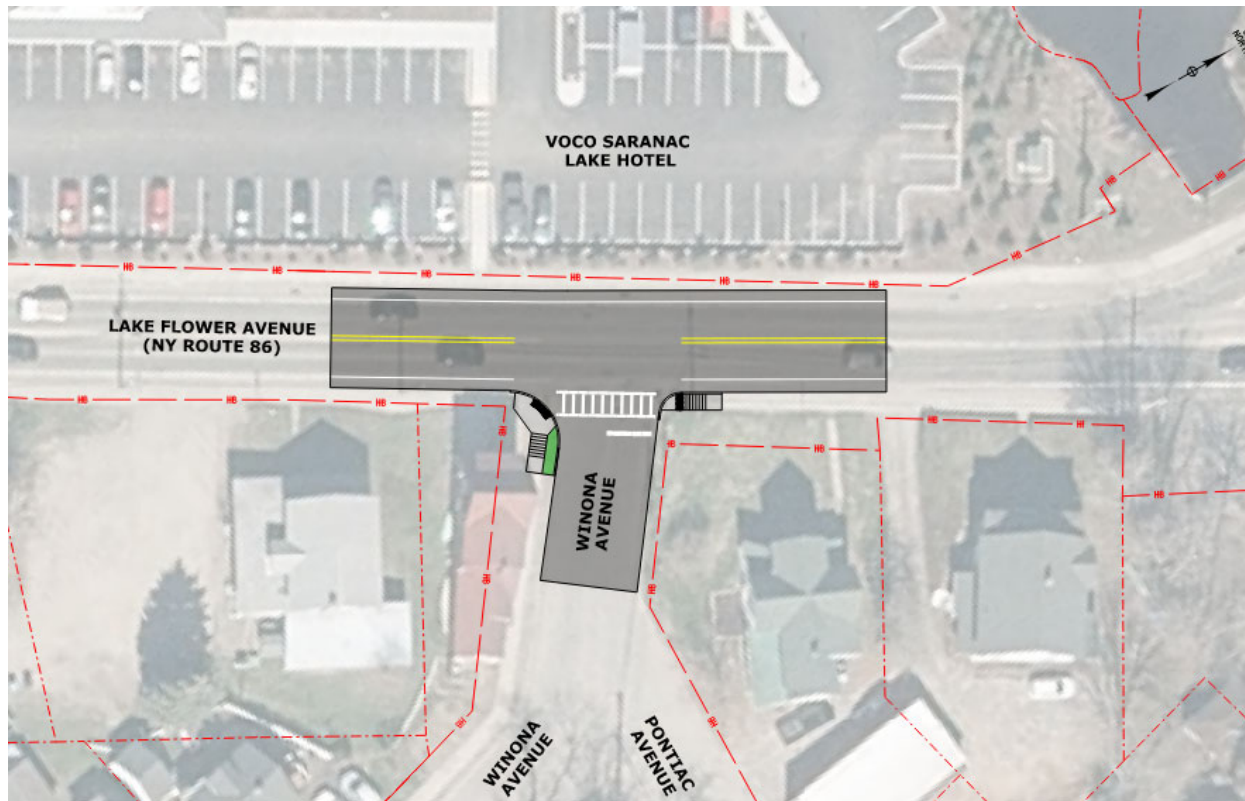
- Aesthetic, Wayfinding and Utility Challenges
 - Utility Poles obstruct sidewalks at 16 locations, creating Pedestrian Hazards
 - Lack of Gateway Signage and Directions to Attractions (Public Docks, Baldwin Park, Adirondack Rail Trail)



Lake Flower Avenue Corridor Plan

Intersection Improvements

Lake Flower Avenue / Winona Avenue

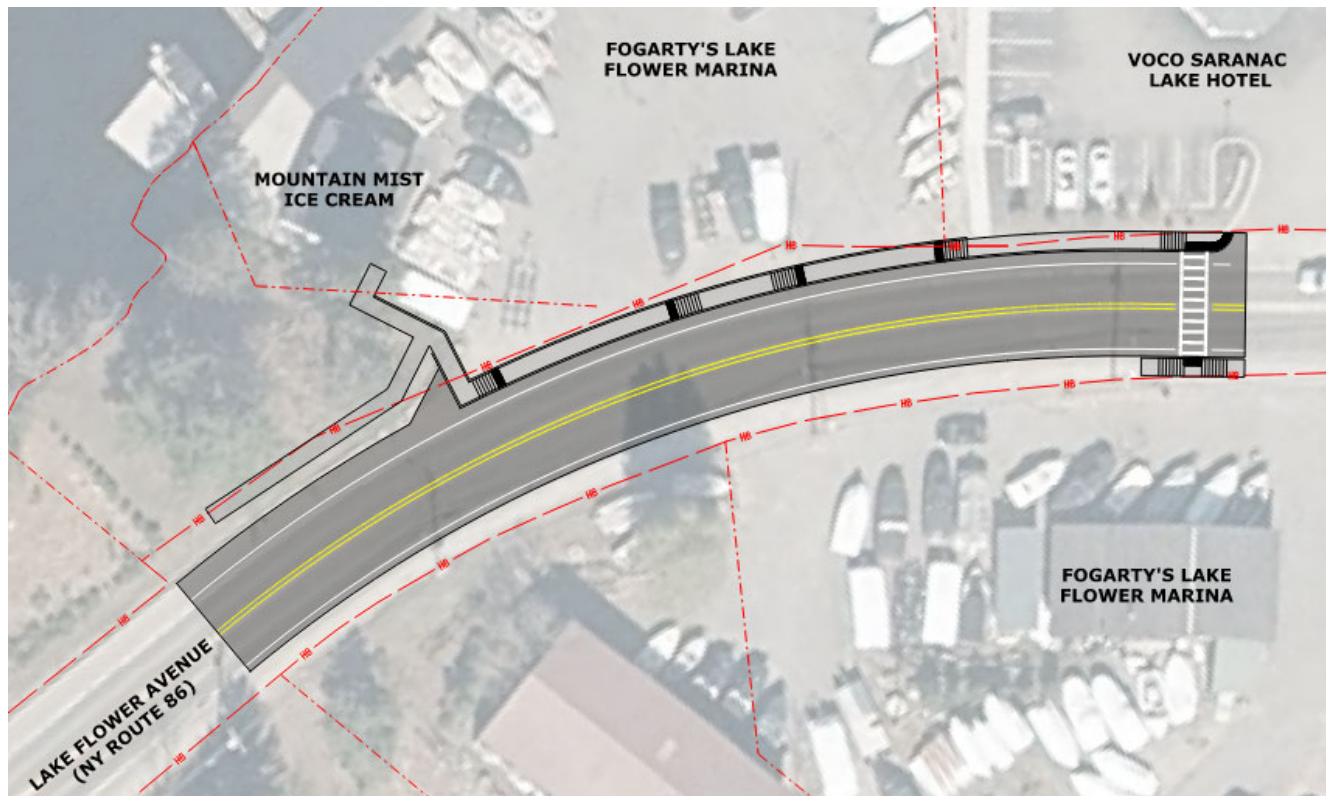


- ADA-Compliant Curb Ramps
- Install High-Visibility Crosswalk Striping and Stop Bar
- Maintain Residential Access to Lake Flower Avenue

Lake Flower Avenue Corridor Plan

Intersection Improvements

Lake Flower Avenue / Fogarty's Marina / Mountain Mist Ice Cream

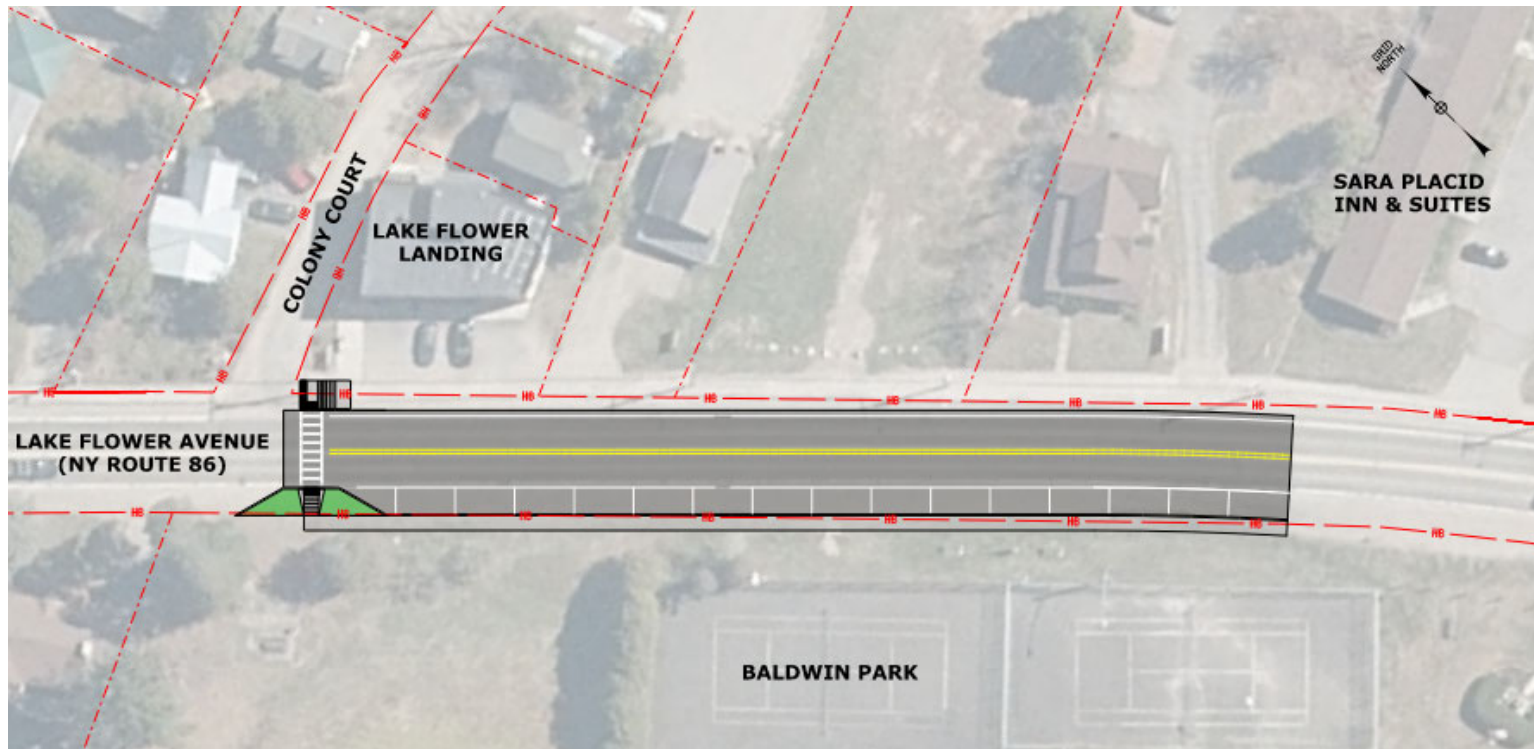


- Install Mid-Block Crossing with Rapid Rectangular Flashing Beacon (RRFB)
- ADA-Compliant curb ramps and sidewalks
- Curbed pedestrian refuge between marina driveways (coordination req'd)
- Provide a sidewalk path to Mountain Mist Ice Cream / Pocket Park

Lake Flower Avenue Corridor Plan

Intersection Improvements

Lake Flower Avenue / Colony Court / Baldwin Park



- Install mid-block crossing with rapid rectangular flashing beacon (RRFB)
- Install curb bump-out to decrease pedestrian crossing distance
- ADA-compliant curb ramps and sidewalks
- Curbed on-street parking stalls for Baldwin Park

Lake Flower Avenue Corridor Plan

Intersection Improvements

Lake Flower Avenue / Crossfield Road / Duprey Street

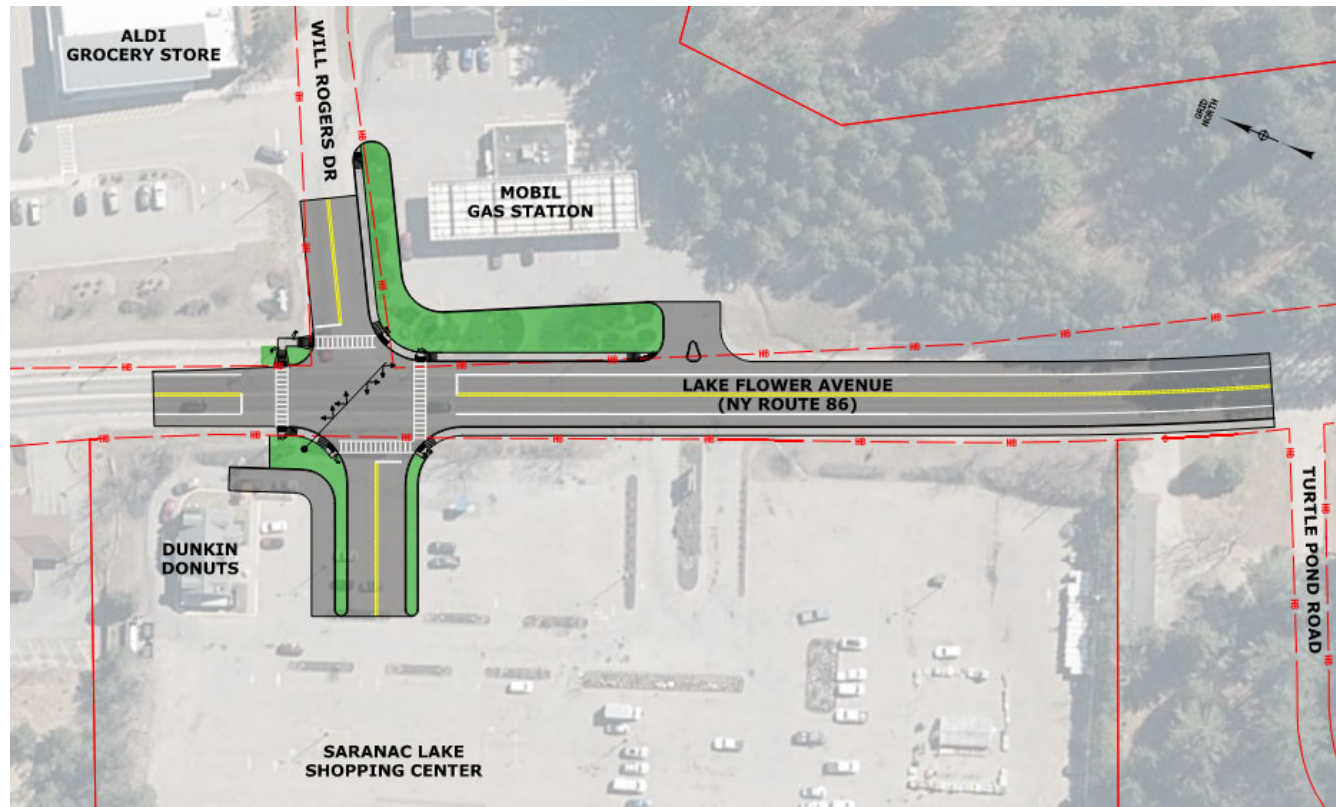


- ADA-Compliant Curb Ramps
- Install High-Visibility Crosswalk Striping and Stop Bar

Lake Flower Avenue Corridor Plan

Intersection Improvements

Lake Flower Avenue / Will Rogers Drive / Saranac Lake Shopping Center



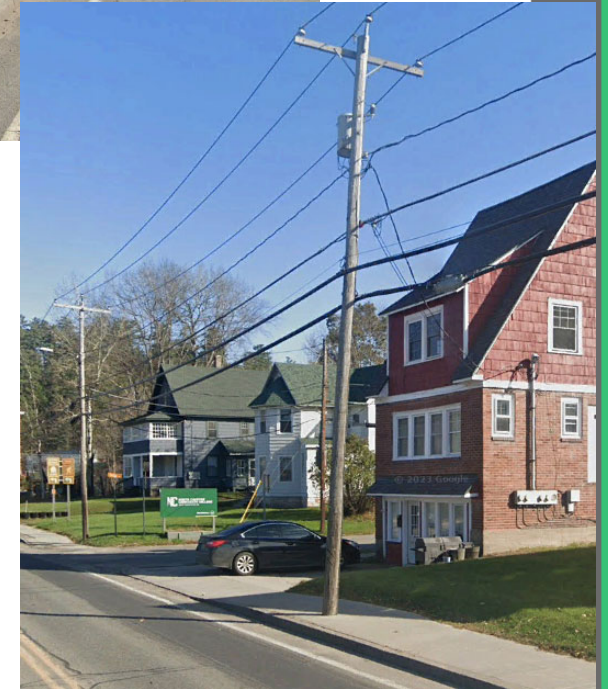
- Install a four-way signalized intersection with the Shopping Center
- ADA-compliant curb ramps with pedestrian signals
- Sidewalk connection to Turtle Pond Road neighborhood
- Driveway consolidation (Mobil) to reduce intersection conflict points

Lake Flower Avenue Corridor Plan

Corridor Improvements

Utility Pole Relocations

- Sixteen (16) locations where utility poles are obstructing the sidewalks along Lake Flower Avenue
- Recommendations to relocate the utility poles out of the sidewalks to:
 - Improve Safety by removing the Hazards
 - Improve the Aesthetic of the Corridor
- Cost estimate is TBD



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Lake Flower Avenue Corridor Plan

Corridor Improvements

Gateway and Wayfinding Signage

- Installation of Improved Gateway Signage is recommended near the southern limit of the study area near Turtle Pond Road
- Wayfinding Sign Recommendations
 - Adirondack Rail Trail signs near Will Rogers Drive
 - Baldwin Park Signs
 - Public Dock Signage near Fogarty's Lake Flower Marina



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Lake Flower Avenue Corridor Plan

Corridor Improvements

Radar Feedback Sign / Traffic Calming

- Existing Speed Data for Lake Flower Avenue was obtained using Automatic Traffic Recorder for 24-hour traffic data
- 85th Percentile Speed was recorded at 37 mph
- To deter speeding through the corridor Radar Feedback Signs are recommended to be installed near the southern limits of the project area.



Lake Flower Avenue Corridor Plan

Corridor Improvements

Municipal Utility Evaluation

Water	The existing water is planned to be replaced within the next 5 years as part of the Village's water project
Sanitary Sewer	Southern half is 100+ years old, no reported problems Northern half is 50+ years old, no reported problems Village DPW recently raised manhole covers
Storm Sewer	Existing system is aged and generally inadequate. Would require an extensive project to replace, likely to occur with future road work.



Next Steps

- Complete watermain replacement project
- Identify funding source(s) for design and construction of complete streets recommendations
- Work with DOT to promote:
 - A full-depth reconstruction & stormwater project
 - Implement improvements at River Street intersection



**Department of
Transportation**



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Thank you!
Comments or
Questions?



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

SUBJECT: Call for Public Hearing

Date: 10-14-2025

DEPT OF ORIGIN: Village Manager

Bill # 139-2025

DATE SUBMITTED: 10-3-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to call for a public hearing on proposed local law annexing Pine View Village Apartments into the Village of Saranac Lake

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

**RESOLUTION TO CALL FOR A PUBLIC HEARING ON PROPOSED LOCAL LAW FOR
ANNEXATION OF PINE VIEW VILLAGE APARTMENTS INTO
THE VILLAGE OF SARANAC LAKE**

WHEREAS, the Village of Saranac Lake received a Petition for Annexation pursuant to Article 17 of the New York State General Municipal Law, and,

WHEREAS, the Village Board of Trustees and the Town Board of the Town of North Elba held a duly noticed joint public hearing on the proposed annexation, and,

WHEREAS, both Boards have jointly agreed to grant the annexation of property located at 54 Willow Way, identified as Tax Map No. 32.3-4-6.000, being part of Lot 33 in the Town of North Elba and contiguous to the Village of Saranac Lake.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Saranac Lake Board of Trustees calls for a Public Hearing on proposed Local Law No. ____ of 2025, annexing the Pine View Village Apartments, LLC into the Village of Saranac Lake, on Monday, October 27, 2025 at 5:00 PM in the Village Board Room, located at 39 Main Street, on the second floor.

**VILLAGE OF SARANAC LAKE
LOCAL LAW NO. ____ OF 2025**

“A Local Law Approving the Annexation of Pine View Village Apartments into the Village of Saranac Lake”

BE IT ENACTED by the Village Board of the Village of Saranac Lake as follows:

§1. Background, Purpose, and Findings

The Village of Saranac Lake, New York (the “Village”) received a Petition for Annexation pursuant to Article 17 of the N.Y. General Municipal Law with respect to certain real property with an address of 54 Willow Way, Tax Map Identification Number 32.3-4-6.000, being part of Lot 33 in the Town of North Elba and contiguous to both the Town of North Elba and the Village of Saranac Lake (the “Property”).

After holding a public hearing on March 25, 2025 with respect to the proposed annexation of the Property into the Village of Saranac Lake, the Village Board adopted, on June 9, 2025, a joint resolution with the Town of North Elba, which approved the annexation. The Joint Resolution was duly filed in the office of the Village Clerk.

On August ____, 2025, the Town of North Elba published a Notice of Public Referendum to be held on ____, 2025 with respect to the proposed annexation of the Property. On ____, 2025, the referendum was duly held at North Elba Town Hall, 2693 Main Street, Lake Placid, New York, and the proposition was approved by a vote of ____ to ____ in favor of annexation.

Based on the proceedings described above, and upon the filing of the certificate approving the vote in favor of annexation, §714 of the N.Y. General Municipal Law requires the Village and the Town to adopt a local law regarding the annexation of the territory. The Village Board finds that all predicate steps and procedures for the annexation have been completed.

§2. Authority

This Local Law is enacted by the Village Board of the Village of Saranac Lake pursuant to §714 of the N.Y. General Municipal Law, and its authority to adopt local laws under Article IX of the New York State Constitution, Article 17 of the General Municipal Law, and the Municipal Home Rule Law.

§3. Annexation

The territory depicted on the Map annexed hereto as Exhibit 1, and hereinabove described as the Property, shall be, and hereby is, annexed to the Village of Saranac, New York. The territory shown on the said Map and annexed shall be, and hereby is, excluded from the Town of North Elba, New York, effective _____, 2025. In accordance with §711 of the N.Y. General Municipal Law, the Village of Saranac Lake and the Town of North Elba agree to equitably apportion the taxes for the current fiscal year as of the date of adoption. The Maps shall be duly filed with the County of Essex, New York and the Department of State in accordance with §717 of the N.Y. General Municipal Law.

§4. Severability

If any clause, sentence, paragraph, section or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to said clause, sentence, paragraph, section or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such order or judgment shall be rendered.

§5. Repeal of Other Laws

All local laws in conflict with provisions of this local law are hereby superseded.

§6. Effective Date

This local law shall take effect immediately upon its filing with the Secretary of State as provided in §27 of the N.Y. Municipal Home Rule.

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

SUBJECT: Overnight Travel Chief of Police

Date: 10-14-2025

DEPT OF ORIGIN: Village Manager

Bill # 140-2025

DATE SUBMITTED: 10-3-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to approve the overnight travel for training for the Saranac Lake Police Chief

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

RESOLUTION AUTHORIZING OVERNIGHT TRAVELING FOR
THE SARANAC LAKE CHIEF OF POLICE

WHEREAS, the Village of Saranac Lake recognizes the importance of continued professional development and encourages its employees to attend training programs, educational courses, and professional seminars that enhance their knowledge, skills, and overall job performance, and

WHEREAS, the Chief of Police has been selected to attend the 297th Session of the Federal Bureau of Investigation (FBI) National Academy, a prestigious leadership and advanced training program for law enforcement executives held at the FBI Academy in Quantico, Virginia, and

WHEREAS, attendance at the FBI National Academy requires extended overnight travel for the duration of the program, during which the Chief of Police will represent the Village of Saranac Lake Police Department.

THEREFORE, BE IT RESOLVED, the Saranac Lake Village Board of Trustees approves the overnight travel for the Chief of Police of the Village of Saranac Lake.

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

SUBJECT: Quarterly Budget Adjustments

Date: 10-14-2025

DEPT OF ORIGIN: Village Manager

Bill # 141-2025

DATE SUBMITTED: 10-3-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

**RESOLUTION AUTHORIZING THE TRANSFER OF
FUNDS FROM GENERAL, WATER, AND SEWER CONTINGENCY ACCOUNTS TO
GENERAL, WATER, AND SEWER FUNDS CONTRACTUAL**

WHEREAS, the Village of Saranac Lake has the responsibility to pay for its routine financial obligations, and,

WHEREAS, the Village has budgeted contingency funds in planning for unanticipated expenditures, and,

WHEREAS, the Village must make such expenditures through a relevant and appropriate account.

THEREFORE, BE IT RESOLVED, The Village Treasurer is hereby authorized to transfer \$2,968.54 from General Fund Contingency, \$668.32 from Water Fund Contingency, \$668.32 from Sewer Fund Contingency,

BE IT FURTHER RESOLVED, that such a transfer will be used to satisfy the Village's obligations in a timely fashion regarding expenses already incurred.

	ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTMENT AMOUNT	TAKING FROM ACCOUNT
GENERAL FUND				
	001-1325-0400-0000	TREASURER SERVICES	\$2,150.00	CONTINGENCY
	001-1640-0410-0000	MECHANICS EQUIPMENT	\$269.26	CONTINGENCY
	001-3620-0101-0000	CODE ENFRC O/T 1ST QTR	\$18.65	CONTINGENCY
	001-4020-0100-0000	REGISTRAR REG PAY	\$75.00	CONTINGENCY
	001-7180-0405-0000	BEACH INSURANCE	\$385.36	CONTINGENCY
	001-8010-0101-0000	ZONING DEP O/T 1ST QTR	\$22.98	CONTINGENCY
	001-8620-0101-0000	COM DEV O/T 1ST QTR	\$47.29	CONTINGENCY
			\$2,968.54	001-1990-0400-0000
WATER FUND				
	004-1640-0410-0000	MECHANICS EQUIP MAINT	\$261.32	CONTINGENCY
	004-9070-0800-0000	DENTAL INS BENEFIT	\$407.00	CONTINGENCY
			\$668.32	004-1990-0400-0000
SEWER FUND				
	005-1640-0410-0000	MECHANICS EQUIP MAINT	\$261.32	CONTINGENCY
	005-9070-0800-0000	DENTAL INS BENEFIT	\$407.00	CONTINGENCY
			\$668.32	005-1990-0400-0000

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

SUBJECT: Establish Capital Improvement Fund

Date: 10-14-2025

DEPT OF ORIGIN: Village Manager

Bill # 142-2025

DATE SUBMITTED: 10-7-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution establishing a municipal building upgrades capital project fund and authorize transfer

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

**RESOLUTION ESTABLISHING A MUNICIPAL BUILDING UPGRADES CAPITAL
PROJECT FUND AND AUTHORIZE TRANSFER**

WHEREAS, the Village of Saranac Lake recognizes the need for upgrades and improvements to various municipal buildings to ensure safety, efficiency, and continued public service, and

WHEREAS, the Village intends to track all expenditure related to such improvements through the creation of a dedicated Capital Project Fund entitled the "Municipal Building Upgrades" fund, and

WHEREAS, a portion of the costs associated with these upgrades will be eligible for reimbursement through grants or other funding sources, and

WHEREAS, to initiate and support this project, it is necessary to authorize a transfer of funds from the General Fund to the Municipal Building Upgrades Fund, and

WHEREAS, the amount of this budget adjustment shall not exceed One Hundred Thousand Dollars (\$100,000), and

WHEREAS, it is the intent of the Village Board that all reimbursable funds received for this project will be returned to the General Fund upon receipt.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Saranac Lake hereby establishes the "Municipal Building Upgrades" fund and authorizes the transfer of up to \$100,000 from the General Fund to support the project, directs the Village Treasurer to make the necessary accounting entries, states that any reimbursable funds received shall be returned to the General Fund.

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

SUBJECT: Franklin County DCMP Grant

Date: 10-14-2025

DEPT OF ORIGIN: Village Manager

Bill # 143-2025

DATE SUBMITTED: 10-6-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Accept Franklin County Destination Cooperative Marketing Program

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

FRANKLIN COUNTY DCMP-SMALL AGREEMENT

THIS AGREEMENT, entered into this 30th day of September, 2025 by and between **Village of Saranac Lake** having its principal office at **39 Main St. Saranac Lake, NY 12983** (hereinafter "Awardee") and the Franklin County Government Office of Economic Development & Tourism having its principal office at 355 West Main Street, Suite 438, Malone, NY 12953 (hereinafter "FCOEDT").

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

NOW, THEREFORE, the parties do agree as follows:

1. Project Description. The FCOEDT will award funds to the Awardee, and the Awardee agrees to use the funds for the purposes set forth on Exhibit A hereto (the "Project").
2. Award Amount. The Awardee agrees to receive, and the FCOEDT agrees to award, up to the sum of **\$1500** for the marketing tactics.
3. Term. The term of this Agreement is one (1) year from its effective date as listed above. The project must be completed during the term of this Agreement and all eligible expenses must be incurred during the term. Expenses incurred before or after the term of this Agreement are ineligible.
4. Deliverables and Performance Indicators. Deliverables are in part taken from project description defined in application. Appropriate measures should be taken to track deliverables.
5. Attribution. All materials must be approved by FCOEDT before they are printed or published for distribution. All marketing materials must include reference to Explore Adirondack Frontier.
6. Treasurer Registration. The Awardee, if it is a business that provides lodging for guests as defined under the Franklin County Room Occupancy Tax Law (hereinafter "Law"), shall be registered and shall remain registered, with the Franklin County Treasurer and be in compliance with the Law.
7. Hold Harmless Agreement. The Awardee agrees to indemnify, defend, and hold harmless the FCOEDT from and against any and all claims, demands, or causes of action in any way arising out of their involvement with the Project.
8. Assignments. The Awardee shall not assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the FCOEDT's advance written authorization.
9. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York.
10. Recapture of Funds. The FCOEDT reserves the right to recapture awarded funds in the event that the Awardee fails to (1) comply with the terms of this Agreement, or (2) accept conditions imposed by the FCOEDT at the direction of the federal, state and local agencies.

11. Cost of Court Expenses. The Awardee agrees to pay reasonable attorney's fees, court costs and disbursements in the event that the FCOEDT takes legal action against the Awardee to enforce the FCOEDT's rights under this Agreement.

12. Certification. The Awardee certifies that all information, which has been or will be submitted as required by this agreement, is true, correct, and complete.

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

FRANKLIN COUNTY
COUNTY MANAGER

AWARDEE: Village of Saranac Lake

By: _____

By: _____

FRANKLIN COUNTY ATTORNEY
APPROVED AS TO FORM:

DIRECTOR, FCOEDT

By: : _____

By: _____

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

1. Project Description. Funds will be used to promote the Holiday Hop and Shop event.
2. Budget. \$1,500

Eligible Expenses	Estimated Cost
Partnership with Franklin County, Roost and Saranac Lake Chamber, website posts, potential radio ads, Adirondack Enterprise articles. Also, partnership with all major local employers to encourage their staff to shop local during the event.	\$1500

3. Deliverables. Proof of payment for funds used, proof of attribution and KPI data as outlined in your application will be required for reimbursement. **The Always Franklin Logo must appear on all marketing materials.**
4. Attribution.
All marketing materials to be funded with this award must include the Always Franklin Logo and language.
5. Other Conditions.
None.

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

SUBJECT: APA Term Sheet

Date: 10-14-2025

DEPT OF ORIGIN: Mayor Williams

Bill # 144-2025

DATE SUBMITTED: 10-6-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to authorize the Village Manager to execute term sheet with the APA

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____



Adirondack Park Agency

KATHY HOCHUL
Governor

BARBARA RICE
Executive Director

New York State Adirondack Park Agency
P.O. Box 99
Ray Brook, NY 12977

Village of Saranac Lake
39 Main Street, Suite 9
Saranac Lake, NY 12983

Dear Village of Saranac Lake Trustees and Mayor Williams,

The People of the State of New York, acting by and through the Adirondack Park Agency (Agency), seeks to lease property at 1-3 Main Street Saranac Lake, Franklin County, NY, tax map number 458.21-2-1, from the Village of Saranac Lake (Village). The premises to be leased would include space inside the Office Building and Power House, as well as certain portions of the land, excluding those sections containing the Riverwalk and park, shoreline, dam infrastructure and related appurtenances, and building foundations for the Office Building and Power House. As part of the project, the Agency seeks to renovate the Office Building and Power House and to construct a new building with upgraded parking on the undeveloped portion of the property.

We are excited about the prospect of entering into this lease agreement with you and look forward to discussing the details further. To begin the lease development process, we ask that you please sign the attached term sheet on behalf of the Village or recommend any changes to the proposed terms. Upon execution of the term sheet and the conclusion of the APA's continued due diligence, the Agency will work with the Village to develop a lease agreement for execution.

Thank you for your consideration. We look forward to working with you.

Sincerely,

Barbara Rice

Barbara Rice

Term Sheet

This Term Sheet outlines the key terms and conditions of a commercial office lease and a ground lease between the landlord and tenant ("lease"). The terms and conditions set forth in paragraphs 1 through 14 of this Term Sheet are not intended to be a binding agreement and are merely an expression of the parties' intention to negotiate the terms and conditions of a definitive lease agreement. The parties acknowledge that such paragraphs do not address all of the essential terms of the lease and that such essential terms shall be subject to further negotiation. The parties will be bound only by such lease when and if the same are signed by both parties and approved by the New York State Comptroller and the New York State Attorney General. The only terms and conditions of this Term Sheet that are binding on the parties are set forth in Paragraphs 15 through 17.

1. PARTIES:

Landlord: Village of Saranac Lake with a principal address of 39 Main Street, Suite 9 Saranac Lake, NY 12983

Tenant: New York State Adirondack Park Agency with a principal address of 1133 NYS Route 86 Ray Brook, NY 12977

2. PREMISES:

The Landlord agrees to lease to the Tenant the following property (the "Premises"):

The buildings and lot consisting of 1-3 Main Street Saranac Lake, Franklin County, NY, tax map number 458.21-2-1, excluding those sections containing the Riverwalk and park, shoreline, canoe launch, dam infrastructure, hydroelectric turbine generator, and related appurtenances, and building foundations for the Office Building and Power House.

3. TERM:

The initial term of the lease will be approximately 42 years (to accommodate the anticipated construction period and depreciable life of the building). The Tenant shall have the option to extend the lease for two additional eight-year periods at the end of the initial term, subject to the terms and conditions of the lease.

4. RENT:

The total rent for the Premises will be a nominal rate per year subject to negotiation.

5. UTILITIES:

The Tenant shall be responsible for paying all utilities and services, including water, sewer, electricity, gas, fuel oil, and telecommunications, or other public utilities necessary for the Tenant's use of the Premises. Tenant shall also be responsible for any fees or charges associated with the Tenant's use of the Premises, such as waste disposal.

6. USE OF PREMISES:

The Tenant shall use the Premises for office purposes and in compliance with all applicable laws and regulations.

Tenant shall enjoy exclusive occupancy of the office buildings (New Building, Power House, Office Building) with no restrictions on use. Tenant shall also enjoy exclusive use of the Parking Lot on weekdays from 6:00AM on Monday mornings through 5:00PM on Friday evenings (Operating Hours).

Landlord shall have access to the Premises to access, repair, and maintain public infrastructure including the dam, hydroelectricity plant, River Walk, and park so long as such access does not interrupt Tenant's use of the Premises.

Tenant and Landlord shall jointly evaluate the feasibility of shared use of the Premises for geothermal energy development and infrastructure.

7. TENANT IMPROVEMENTS:

Tenant shall in its sole discretion and at its own expense (i) rehabilitate the internal spaces of the Office Building and Power House, (ii) develop shared ingress/egress from the Power House into and from the Office Building, (iii) repair, replace, and add windows, (iv) alter the buildings' ingress and egress routes, (v) alter the interior and exterior of the buildings as necessary for Tenant's use, and (vi) in accordance with the terms of the lease, construct a new building on the site and expand and rehabilitate parking facilities on the Premises (collectively, the "Tenant Improvements"). As a State agency, Tenant shall rely on the New York State Office of General Services (OGS) to oversee the design and construction of all Tenant Improvements, which shall be constructed in a good and workmanlike manner and in compliance with all applicable laws and regulations.

8. UNIFORM CODE COMPLIANCE

In accordance with the provisions of New York State Uniform Fire Prevention and Building Code (the "Uniform Code") and the implementing regulations promulgated by the New York State Department of State at 19 NYCRR Parts 1201 and 1204, OGS shall

be accountable for the administration and enforcement of the Uniform Code as the authority having jurisdiction with respect to all Tenant Improvements.

9. PUBLIC ACCESS

Landlord shall be allowed to use the parking lot on weekends from 5:00PM on Friday evenings until 6:00AM on Monday and on weekdays outside of Operating Hours.

Additional time periods of parking lot use by the public may be granted or denied by the Tenant after written request from Landlord. Areas set aside for Agency-owned vehicles shall be reserved for exclusive Agency use at all times. At no time shall public use prevent ingress and egress of Agency-owned vehicles into their designated parking areas.

During Operating Hours, Members of the public may use the Premises to access the Village's Riverwalk, Park, and Canoe Portage so long as the parking prohibition is maintained.

10. LIABILITY FOR PUBLIC USE

The Tenant shall not be liable for any use of the Premises by members of the public not conducting business with the Tenant. Landlord shall be required to procure, at its sole cost and expense, all insurance necessary to assume such liability.

11. MAINTENANCE AND REPAIRS

Tenant Responsibilities: Tenant shall be responsible for the following:

1. Routine maintenance of the Office Building and Power House and all Tenant Improvements, except improvements to the structural integrity of the Office Building and Power House.
2. Structural maintenance of all Tenant Improvements; provided, however, that if the Tenant Improvements are totally damaged or rendered wholly unusable by fire or other casualty, Tenant shall have no obligation to maintain or reconstruct the Tenant Improvements
3. Structural maintenance of the new building.
4. Routine repair and maintenance of the parking lot suitable for the Tenant's use.
5. Routine repair and maintenance of lighting suitable for the Tenant's use.

Landlord Responsibilities: Landlord shall be responsible for the following:

1. Routine repair and maintenance of the parking lot as necessary to accommodate use of property by the public
2. Routine repair and maintenance of lighting outside of Operating Hours for Landlord's use.

3. Repair, maintenance, and safety inspections of shoreline, dam infrastructure, hydroelectric turbine generator, and related appurtenances.
4. Structural maintenance of the Office Building and Power House.
5. Enforcement of parking times.

12. CURRENT STRUCTURAL DEFICIENCIES

On or before a date to be agreed upon, the Landlord shall enter into a legally enforceable agreement with Tenant committing to:

- repair by a date to be agreed upon at the Landlord's sole cost and expense, the structural deficiencies identified in the September 6, 2023 letter from Colliers Engineering and Design to Alex d'Oelsnitz (OGS) regarding "APA HQ Relocation – Visual Assessment of Existing Penstock, 1-3 Main Street, Saranac Lake NY". The Agreement shall provide for the acceptance and approval by Tenant of Landlord's repairs, and shall include a provision for payment to Tenant by Landlord of all costs incurred by Tenant related to the design, permitting, and pursuit of its Tenant Improvements in the event Landlord does not make such repairs to Tenant's satisfaction in accordance with the Letter; and
- such other items identified by OGS or its consultant following a subsequent site visit to be discussed and scheduled.

13. MARKETABLE AND INSURABLE TITLE

On or before a date to be agreed upon, Landlord shall enter into a legally-enforceable agreement with Tenant confirming that Landlord at its sole cost and expense shall acquire or confirm that it has marketable and insurable fee title to the Premises, and shall obtain an owner's title policy for the Premises from a reputable title insurer, a copy of which shall be provided to the Tenant by a date to be agreed upon. The agreement shall provide for the acceptance and approval by Tenant of the owner's title policy, and shall include a provision for payment to Tenant by Landlord of all costs incurred by Tenant after a date to be agreed upon related to the design, permitting, and pursuit of its Tenant Improvements in the event Landlord does not obtain and demonstrate marketable and insurable title to the entire Premises by a date to be agreed upon.

14. BUILDING OWNERSHIP AT LEASE END

During the initial term of the lease (as well as during any exercised options to extend the lease), the Tenant Improvements shall be the property of the Tenant. Upon the expiration or earlier termination of the initial term of the lease, and any extended terms, ownership of the Tenant Improvements shall transfer to the Landlord, and the Tenant will execute any and all documents necessary to effectuate said transfer of ownership. In exchange for ownership of the Tenant Improvements being transferred to the Landlord, the Landlord will pay to the Tenant an amount as follows: (a) if the lease

remains in effect for the full duration of the initial term, the Landlord shall pay the Tenant the total value of the Tenant Improvements divided by the length of the initial term, multiplied by the number of years remaining on the first lease term; (b) if the lease is terminated prior to end of the initial term of the lease, or the end of an applicable extension thereof, by the Tenant, for any reason other than a material breach of the lease by the Landlord, the Landlord will not pay for the Tenant Improvements; and (c) if the lease is terminated prior to the end of the initial term, by reason of a material breach of the lease by the Landlord, the Landlord will pay the total value of the Tenant Improvements divided by the length of the initial term of the lease, or the length of an applicable extension thereof, multiplied by the number of years remaining in the initial term, or an applicable extension thereof, as of the date the lease is terminated as a result of a breach by the Landlord; and (d) if the lease are terminated prior to end of an applicable extension of the lease by the Landlord, At the time of termination, the Tenant shall remove all furniture and personal property from the Premises and shall quit and peacefully surrender and deliver to the Landlord the possession and use of the Premises and the Tenant Improvements without delay and in good order, condition and repair, reasonable wear and tear, and damage and other casualty excepted, and free and clear of all liens and encumbrances created by the Tenant. Upon surrender, the Tenant shall assign to the Landlord any agreements and rights relating to the operation or use of the Premises and the Tenant Improvements.

15. NO CHANGES TO PREMISES

Landlord agrees not to sell, lease, or otherwise convey any portion of the Premises or undertake any demolition, construction, or alteration of the Premises that affects the suitability of the Premises for Tenant's intended use.

16. CONDITIONS TO LEASE

1. Satisfactory completion of Tenant's due diligence. Upon signing this Term Sheet and continuing up and until the completion of OGS' design and development phase (the "Due Diligence Period"), Tenant through OGS and its consultant shall conduct studies, including but not limited to engineering studies of the existing buildings' structural integrity. During the Due Diligence Period, Tenant may decide not to proceed with the leasing of the Premises for any reason or no reason and may terminate this Term Sheet as set forth in Paragraph 17 hereof. Additionally, Tenant may decide not to proceed at any time following the Due Diligence Period if the Village is unable to provide clear title to the entire Premises.
2. Tenant's obtaining all necessary governmental approvals for the Tenant Improvements including without limitation site plan approval, approval from the State Historic Preservation Office, and any other State, federal, or local approvals. If Tenant is unable to obtain any such approvals, after employing commercially reasonable efforts, it may terminate this Term Sheet as set forth in Paragraph 17 hereof.

3. Approval of the lease by both the New York State Attorney General and the New York State Comptroller. If Tenant is unable to obtain any such approvals, after employing commercially reasonable efforts, it may terminate this Term Sheet as set forth in Paragraph 17 hereof.

17. TERMINATION OF TERM SHEET

This Term Sheet may be terminated upon the mutual written consent of the parties or at the sole discretion of the Tenant. This Term Sheet shall automatically terminate and be of no further force or effect upon the first to occur: (i) the date that the executed lease contemplated herein are approved by the New York State Comptroller and New York State Attorney General; (ii) the date that Tenant notifies Landlord in writing that Tenant is terminating the Term Sheet as authorized by Paragraph 17 hereof.

IN WITNESS WHEREOF, Landlord and Tenant indicate their acceptance of the terms and conditions of this Term Sheet by their signatures set forth below.

Landlord: _____	_____
The Village of Saranac Lake	Date
by its:	
39 Main Street, Suite 9	
Saranac Lake, NY 12983	
Tenant: _____	_____
Adirondack Park Agency	Date
by its: Executive Director	
New York State Adirondack Park Agency	
P.O. Box 99	
Ray Brook, NY 12977	

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

SUBJECT: SDA Contract Amendment WPCP

Date: 10-14-2025

DEPT OF ORIGIN: Village Manager

Bill # 145-2025

DATE SUBMITTED: 10-9-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Approve SDA Contract Amendment for Water Pollution Control Plant Project Upgrades

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____



Water and Wastewater Project Updates

October 14, 2025

Village Board of Trustees,

Please let this memo serve as a project update and summary of requests of the Board of Trustees for the Village's water and wastewater project as well as the Lake Flower Ave Streetscape Study.

LAKE FLOWER AVE STREETSCAPE STUDY

The Streetscape Study was funded by a NYSDEC Smart Growth Grant. The goal of the study has been to identify needs and updates to Lake Flower Ave, specifically pedestrian facilities, signage, and utilities. The study can be used for planning associated with ongoing projects as well as for potential grant applications for upgrades along the corridor. SDA worked with MJ Engineering to collect public input of needs along Lake Flower Ave and develop recommendations that have been presented and refined by the Village's DPW Superintendent, as well as NYSDOT. A final public presentation is required as part of the grant. SDA and MJ will present a summary of our study at the Board Meeting. The presentation fulfills that grant requirement and will also give Board of Trustees and public an opportunity to provide comments on our recommendations. SDA and MJ will produce a final report that will document the study and recommendations.

WASTEWATER PROJECT

Wastewater Project:

Final documentation has been submitted to NYSEFC to complete the project financing agreement. The financing closing is expected to be completed in the coming months. Final design will start once that is completed and the funds for design are made available from NYSEFC. We are requesting an amendment to complete the site survey of the wastewater treatment plant this fall so that we are able to move to final design once the remaining funds are available, likely early in the first half of 2026.

WATER PROJECT

SDA has been working with the Village DPW and water Department to complete the pilot study of the potential treatment technology proposed for the project. The pilot study has been working well. The following is a summary of the results to date:

The McKenzie Pond pilot filtration plant was installed on September 11 and 12 and put into operation on September 16. The pilot plant is located outside of the Lake Flower hydro-power building at 17 Main Street. The pilot plant tests the treatment of raw water from McKenzie Pond using membrane filtration with an added coagulant and a granulated activated carbon (GAC) filter. Daily readings are recorded to measure the conditions of the raw water and effectiveness of treatment by the two different filter systems. In addition to daily readings, samples are collected twice a week for laboratory analysis. Additional samples are taken occasionally to further test the system, including a high turbidity test when the low head pumps will be turned on at McKenzie Pond. The primary concern with the pilot plant is the removal of total organic carbon (TOC) and dissolved organic carbon (DOC) from the raw water (McKenzie Pond), since these naturally occurring chemicals are converted to carcinogenic chemicals with the addition of chlorine required for



public water supply disinfection. The target removal for TOC and DOC from the raw water is 45 percent. The pilot plant is consistently producing greater than 55 percent removal using the membrane filter alone and greater than 90 percent removal with the GAC filter. This gives the Village the option of just using the cartridge filter with coagulant alone, resulting in lower O&M costs. DOH will more than likely ask that the new water plant be designed with room and piping to add GAC filtration in the future in case it becomes needed. The pilot plant processes around 37,000 gallons of water per day (30 gallons per minute) and will continue in operation until October 21. The pilot plant is a miniature version of a full water filtration plant and can be easily scaled up to meet the current and future water needs of the Village. Final decisions on plant size and design will be determined once all of the data collected during the pilot study have been provided by the analytical laboratories and SDA has had time to analyze all the data.

Similarly to the wastewater treatment plant survey, we are requesting an amendment to complete topographic survey of the existing water treatment plant this fall. The work is expected to be completed at the same time as the wastewater treatment plant work but is broken into two amendments to allow for funding reimbursement.

Sincerely,

Gregory Swart, Senior Engineer



**Suozzo, Doty
& Associates**
PROFESSIONAL ENGINEERING, PLLC

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

October 14, 2025

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

**RE: Village of Saranac Lake WPCP Upgrades - Professional Services Modification Proposal #1
SDA Project #24-128**

Dear Mr. Tsiklauri,

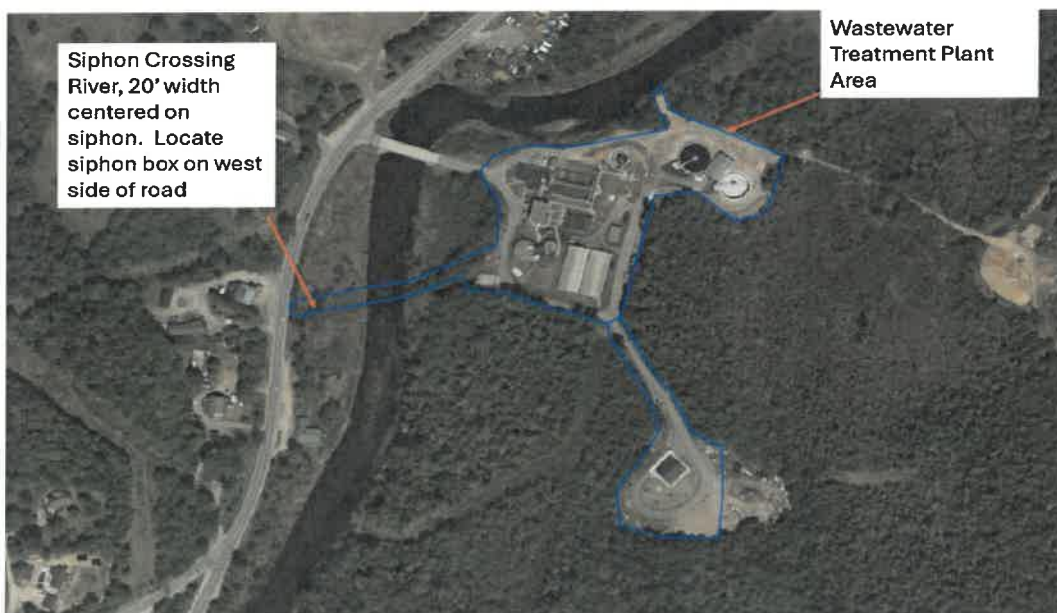
Suozzo, Doty & Associates Professional Engineering, PLLC (SDA) thanks you for the opportunity to submit this professional services modification proposal for your consideration. This proposal is for the Water Pollution Control Plant (WPCP) upgrade portion of the Village's overall WPCP and collection system capital project. This proposal adds Task 02 – WPCP Limited Topographic and Utility Survey which allows SDA's subconsultant to complete a topographic survey of the water pollution control plant.

Please see below for specific details regarding this professional services modification proposal. Please note that since this professional services modification proposal includes a new task, the new task number will consecutively follow previously authorized tasks:

SCOPE OF SERVICES

Task 02: WPCP Limited Topographic and Utility Survey

SDA will subcontract the preparation of a topographic and utility survey to Pawlowski Land Surveying (PLS) of Keeseville, NY. The land survey will be conducted over the area indicated in the image below:



With Offices in Bolton Landing and Lake Placid, New York



**Certified
Women-Owned
Business Enterprise**

The survey will include the following:

- Topographic mapping of the treatment plant site with 1' contours at 1:20' scale, which will be provided to SDA in AutoCAD format. This survey file will be used as a basemap for future design tasks. The surveyor will also provide a certified copy of the survey for the Village's records.
- Boundary survey and easement work is not expected to be required for the Water Pollution Control Plant project. If needed these services can be provided via a separate proposal. Essex County tax maps shall be utilized to show property boundaries.
- Utilities will be located to a SUE level C, based on visible surface features and additionally any utilities located by the Village staff. No underground structures will be entered.

ASSUMPTIONS/LIMITATIONS

- A wetland delineation and survey of same is not included in this proposal. If needed these services can be provided via a separate proposal.
- Existing survey information in AutoCAD format has not been made available to SDA to date, which is why the limited survey suggested above is needed for the project.

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 incurred for survey work are inclusive of the fee of listed for Task 02.

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

<u>Task</u>	<u>Lump Sum</u>	<u>T&M Estimate¹</u>	<u>Sub Fee¹</u>	<u>Schedule²</u>
Task 02: Limited Topographic and Utility Survey	\$2,000	---	(PLS) - \$12,000	Start: 10/15/2025 End: 12/31/2025
Subtotal	\$2,000	---	\$12,000	
Total		\$14,000		

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



CLOSING AND AGREEMENT

We thank you for this opportunity to continue working with the Village on this important project! If you find this proposal acceptable, please execute where indicated below. This professional services modification proposal is considered an extension of the agreement executed on November 14, 2024, for this project. 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

Professional Services Proposal Modification #1 – Authorization

Signature

Name and Date

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

SUBJECT: SDA Contract Amendment Water Treatment Plant Project

Date: 10-14-2025

DEPT OF ORIGIN: Village Manager

Bill # 146-2025

DATE SUBMITTED: 10-9-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Approve SDA Contract Amendment for Water Treatment Plant Project Upgrades

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____



Water and Wastewater Project Updates

October 14, 2025

Village Board of Trustees,

Please let this memo serve as a project update and summary of requests of the Board of Trustees for the Village's water and wastewater project as well as the Lake Flower Ave Streetscape Study.

LAKE FLOWER AVE STREETScape STUDY

The Streetscape Study was funded by a NYSDEC Smart Growth Grant. The goal of the study has been to identify needs and updates to Lake Flower Ave, specifically pedestrian facilities, signage, and utilities. The study can be used for planning associated with ongoing projects as well as for potential grant applications for upgrades along the corridor. SDA worked with MJ Engineering to collect public input of needs along Lake Flower Ave and develop recommendations that have been presented and refined by the Village's DPW Superintendent, as well as NYSDOT. A final public presentation is required as part of the grant. SDA and MJ will present a summary of our study at the Board Meeting. The presentation fulfills that grant requirement and will also give Board of Trustees and public an opportunity to provide comments on our recommendations. SDA and MJ will produce a final report that will document the study and recommendations.

WASTEWATER PROJECT

Wastewater Project:

Final documentation has been submitted to NYSEFC to complete the project financing agreement. The financing closing is expected to be completed in the coming months. Final design will start once that is completed and the funds for design are made available from NYSEFC. We are requesting an amendment to complete the site survey of the wastewater treatment plant this fall so that we are able to move to final design once the remaining funds are available, likely early in the first half of 2026.

WATER PROJECT

SDA has been working with the Village DPW and water Department to complete the pilot study of the potential treatment technology proposed for the project. The pilot study has been working well. The following is a summary of the results to date:

The McKenzie Pond pilot filtration plant was installed on September 11 and 12 and put into operation on September 16. The pilot plant is located outside of the Lake Flower hydro-power building at 17 Main Street. The pilot plant tests the treatment of raw water from McKenzie Pond using membrane filtration with an added coagulant and a granulated activated carbon (GAC) filter. Daily readings are recorded to measure the conditions of the raw water and effectiveness of treatment by the two different filter systems. In addition to daily readings, samples are collected twice a week for laboratory analysis. Additional samples are taken occasionally to further test the system, including a high turbidity test when the low head pumps will be turned on at McKenzie Pond. The primary concern with the pilot plant is the removal of total organic carbon (TOC) and dissolved organic carbon (DOC) from the raw water (McKenzie Pond), since these naturally occurring chemicals are converted to carcinogenic chemicals with the addition of chlorine required for



public water supply disinfection. The target removal for TOC and DOC from the raw water is 45 percent. The pilot plant is consistently producing greater than 55 percent removal using the membrane filter alone and greater than 90 percent removal with the GAC filter. This gives the Village the option of just using the cartridge filter with coagulant alone, resulting in lower O&M costs. DOH will more than likely ask that the new water plant be designed with room and piping to add GAC filtration in the future in case it becomes needed. The pilot plant processes around 37,000 gallons of water per day (30 gallons per minute) and will continue in operation until October 21. The pilot plant is a miniature version of a full water filtration plant and can be easily scaled up to meet the current and future water needs of the Village. Final decisions on plant size and design will be determined once all of the data collected during the pilot study have been provided by the analytical laboratories and SDA has had time to analyze all the data.

Similarly to the wastewater treatment plant survey, we are requesting an amendment to complete topographic survey of the existing water treatment plant this fall. The work is expected to be completed at the same time as the wastewater treatment plant work but is broken into two amendments to allow for funding reimbursement.

Sincerely,

Gregory Swart, Senior Engineer



**Suozzo, Doty
& Associates**
PROFESSIONAL ENGINEERING, PLLC

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

October 14, 2025

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

**RE: Village of Saranac Lake WTP and Distribution Upgrades - Professional Services Modification
Proposal #1 SDA Project #24-110**

Dear Mr. Tsiklauri,

Suozzo, Doty & Associates Professional Engineering, PLLC (SDA) thanks you for the opportunity to submit this professional services modification proposal for your consideration. This proposal is for the Water Treatment Plant (WTP) upgrade portion of the Village's overall WTP and distribution system capital project. This proposal adds Task 02 – WTP Limited Topographic and Utility Survey which allows SDA's subconsultant to complete a topographic survey of the water treatment plant.

Please see below for specific details regarding this professional services modification proposal. Please note that since this professional services modification proposal includes a new task, the new task number will consecutively follow previously authorized tasks:

SCOPE OF SERVICES

Task 02: WTP Limited Topographic and Utility Survey

SDA will subcontract the preparation of a topographic and utility survey to Pawlowski Land Surveying (PLS) of Keeseville, NY. The land survey will be conducted over the area indicated in the image below:



With Offices in Bolton Landing and Lake Placid, New York



Certified
Women-Owned
Business Enterprise

The survey will include the following:

- Topographic mapping of the treatment plant site with 1' contours at 1:20' scale, which will be provided to SDA in AutoCAD format. This survey file will be used as a basemap for future design tasks. The surveyor will also provide a certified copy of the survey for the Village's records.
- Boundary survey and easement work is not expected to be required for the Water Treatment Plant project. If needed these services can be provided via a separate proposal. Essex County tax maps shall be utilized to show property boundaries.
- Utilities will be located to a SUE level C, based on visible surface features and additionally any utilities located by the Village staff. No underground structures will be entered.

ASSUMPTIONS/LIMITATIONS

- A wetland delineation and survey of same is not included in this proposal. If needed these services can be provided via a separate proposal.
- Existing survey information in AutoCAD format made available to SDA is dated and needs to be updated, which is why the limited survey suggested above is needed for the project.

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 incurred for survey work are inclusive of the fee of listed for Task 02.

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 02: Limited Topographic and Utility Survey	\$1,000	---	(PLS) - \$5,000	Start: 10/15/2025 End: 12/31/2025
Subtotal	\$1,000	---	\$5,000	
Total		\$6,000		

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



CLOSING AND AGREEMENT

We thank you for this opportunity to continue working with the Village on this important project! If you find this proposal acceptable, please execute where indicated below. This professional services modification proposal is considered an extension of the agreement executed on March 28, 2025, for this project. 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, WTP Lead Engineer

cc: File

Professional Services Proposal Modification #1 – Authorization

Signature

Name and Date

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

SUBJECT: NY SWIMS Grant Application

Date: 10-14-2025

DEPT OF ORIGIN: Trustee Ryan

Bill # 147-2025

DATE SUBMITTED: 10-9-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to support NY SWIMS Grant application for William Wallace Park and Lake Colby Beach House Infrastructure Upgrades

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

RESOLUTION TO SUPPORT WILLIAM WALLACE PARK/LAKE COLBY BEACH HOUSE
INFRASTRUCTURE UPGRADES NY SWIMS GRANT APPLICATION

WHEREAS, the NYS Office of Parks, Recreation and Historic Preservation (NYS OPRHP) is soliciting grant applications for the New York Statewide Investment in More Swimming Initiative (NY SWIMS), and

WHEREAS, NYS OPRHP seeks proposals for capital projects and initiatives that expand access to safe swimming opportunities for New Yorkers; and

WHEREAS, the Village of Saranac Lake values access to safe swimming opportunities, and

WHEREAS, renovations to William Wallace Park and Lake Colby Beach House will increase opportunities for safe access to swimming opportunities, and

WHEREAS, renovations to William Wallace Park and Lake Colby Beach House were included as a LWRP project, and

WHEREAS, the Village of Saranac Lake will submit a NY SWIMS grant application for the amount of \$1,667,500, and

WHEREAS, the Village of Saranac Lake will cover the matching grant costs \$333,500, for a total application of \$2,001,000.

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees authorizes Community Development to submit a NY SWIMS application.

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

SUBJECT: FCEDC Micro Subrecipient Agreement

Date: 10-14-2025

DEPT OF ORIGIN: Village Manager

Bill # 148-2025

DATE SUBMITTED: 10-9-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Approve CDBG Subrecipient Agreement for Adult Center funding assistance

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

**FRONTIER HARVEST SMALL BUSINESS PROGRAM
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, entered into as of this 14th day of October, 2025, by and between the Franklin County Economic Development Corporation having its principal office at 360 West Main Street, Malone, New York 12953 (hereinafter "Subrecipient") and the Village of Saranac Lake, a Municipal Corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at 39 Main Street, Suite 9, Saranac Lake, New York 12983 (hereinafter "Grantee"), making and entering into same as the date of its execution by an authorized representative of the Grantee.

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 through New York Housing and Community Renewal; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, the parties do agree as follows:

1. SECTION 1: PROJECT SCOPE

1.1. General Statement

The Subrecipient will be responsible for administering a grant from the Housing Trust Fund Corporation (HTFC) in an amount up to \$1,000,000 from the NYS Community Development Block Grant Public Facilities Program for the Village of Saranac Lake hereinafter referred to as "the Grantee." The grant will be used to fund renovations to the Saranac Lake Adult Center, along with necessary design and administrative costs.

The Subrecipient will administer all tasks in connection with the aforesaid program, other than in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

Changes to the program focus and objectives, scope of services, schedule, or budget contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by both the Subrecipient and Grantee.

The program will include the specific activities eligible under the CDBG program included in Attachment A and summarized in the next sections.

1.2. Principal Tasks

The focus of the Subrecipient's efforts under this Agreement will be oversight of the administration and program delivery of renovations to the Saranac Lake Adult Center, which will primarily benefit low- and moderate-income individuals.

Subrecipient will coordinate with the NYS Office of Community Renewal (NYSOCR) and the Grantee to ensure that principal tasks are performed which include, but are not limited to, Program Delivery and Administration.

1.3. Program Delivery

- 1.3.1. Outreach. Advertise the Program and conduct other forms of outreach.
- 1.3.2. Coordinate Application Process. Provide program information, assistance to businesses with completion of grant applications, compilation of grant applications and related information

1.4. Administration

- 1.4.1. NYS Agreement and Program Setup. Lead and support completion of required steps to establish program; Support finalization and execution of agreement documents.
- 1.4.2. Finalize Grant Program Procedures and Forms. Subject to review and approval by the Grantee and the NYSOCR, establish, or make any necessary revisions to, the program design, procedures, and forms (including but not limited to program guidelines, program applications, grant review procedures, reimbursement documents and monitoring process).
- 1.4.3. Grant Awards and Agreements. With the authorization of the Subrecipient's Board of Directors, the Subrecipient will execute all necessary documents and will either submit a request to draw down grant funds to distribute to awardees, or advance its funds in anticipation of reimbursement from the Grantee upon satisfaction of requirements, to fulfill grant awards to approved applicants for activities authorized by executed grant agreements. The grant documents executed with applicants will include explicit provisions describing (a) the records that grant recipients must maintain to demonstrate the eligibility of the CDBG expenditures and the satisfaction of the CDBG National Objective, and (b) the conditions and procedures under penalties, default and/or recapture of grant funds will occur. Recaptures, or proceeds from default, will be utilized consistent with the provisions of 24 CFR 570.500(a), 570.503(a) and (b)(3), and 570.504, and all other applicable CDBG program requirements. Per 24 CFR Part 85.21(b) / [2 CFR 200.305(b)] [also referenced at 24 CFR 570.502(b)(3)(i)], recipients and subrecipients are required to have procedures in place to minimize the amount of time that elapses between the transfer of CDBG funds and the disbursement of those funds by the grantee or subrecipient in accordance with Treasury regulations at 31 CFR Part 205. Drawdown funds held for grant activities generally must be disbursed within 5 business days.
- 1.4.4. Grant Monitoring. The Subrecipient will also establish a system to monitor the financial health and progress of the ventures funded, in order to capture successes and anticipate risk of default. The Subrecipient will apply its policies and procedures regarding penalties, default and/or recapture of grant funds in a timely and consistent manner.
- 1.4.5. Monitoring of Job Creation. The Subrecipient will monitor grant recipients at least annually for the duration of the grant agreement to assess their progress in

creating jobs for low- and moderate-income persons, and will institute default and recapture of the grant (with penalties if appropriate) in instances where the grant recipient fails to take sufficient action to satisfy the CDBG National Objective requirement and complete the terms of the grant agreement.

- 1.4.6. Maintenance of Records. In addition to the financial records regarding grants cited in Paragraph 1.2.a.7 below, the Subrecipient will maintain sufficient records to fully document (a) time spent on grant program by each employee, by date and program activity, (b) payroll records showing employees were paid during those periods (c) direct and indirect expenses (cost allocation plan required for reimbursement), (d) the grant application and underwriting review, including the front end assessment of CDBG eligibility and appropriateness of the grant, (e) the final terms and conditions of the grant, including collateral or other forms of security involved, (f) satisfaction of the CDBG National Objective, and Public Benefit requirements consistent with the requirements of 24 CFR 570.208(a)(4) and 570.209, and (g) proper utilization of program funds. All such records will be maintained according to the general requirements of 24 CFR 570.506 and those specified in the section of this Agreement on retention of records.
- 1.4.7. Financial System. Subrecipient will maintain a checking account in accordance with CDBG requirements for the purposes of distributing grant funds and receiving drawdowns.

2. SECTION 2: AGREEMENT PROVISIONS

2.1. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2.2. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated.

2.3. Term of Agreement

The term of this Agreement is November 1, 2025 through March 31, 2028. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

2.4. Program Reporting

The Subrecipient shall submit such reports as required by the Grantee to meet its local obligations and its obligations to NYSOCR and HUD. The Grantee will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- a. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- b. Closeout reports, including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

2.5. Budget

The Subrecipient shall provide budget information in the form and content prescribed by the Grantee as Attachment B: Project Budget. Any amendments to the budget provided in Attachment A must be approved in writing by both the Grantee and the Subrecipient.

2.6. Reimbursement

- 2.6.1. Total costs. The Grantee shall reimburse the Subrecipient its allowable, incurred costs for the services identified in this Agreement, up to fifty five thousand dollars (\$55,000), less actual personnel and project delivery costs incurred by the Grantee as evidenced by proper reimbursement documentation acceptable to and approved by Grantee.
- 2.6.2. Eligible costs. Only those costs incurred by Grantee that are directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.
- 2.6.3. Complete payment. Such reimbursement shall constitute full and complete payment by the Grantee under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the Grantee unless any or all such costs are disallowed by the NSYOCR.
- 2.6.4. Applicable requirements. Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.
- 2.6.5. Use of proper forms. The Grantee shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the Grantee. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.
- 2.6.6. Repayment of ineligible expenditures. In the event that the Grantee or NYSOCR determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the Grantee or NYSOCR may order repayment of the same. The Subrecipient

shall remit the disallowed amount to the Grantee within thirty (30) days of written notice of the disallowance.

- 2.6.7. Surplus funds. The Subrecipient agrees that funds determined by the Grantee to be surplus upon completion of the Agreement will be subject to cancellation by the Grantee.
- 2.6.8. Transfer of funds. The Subrecipient agrees that upon expiration of this Agreement, the Subrecipient shall transfer to the Grantee any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds.
- 2.6.9. Relief of Obligation. The Grantee shall be relieved of any obligation for payments if funds allocated to the Grantee cease to be available for any cause other than misfeasance of the Grantee itself.
- 2.6.10. Withholding of payment. The Grantee reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this agreement.

2.7. Payments

- 2.7.1. Reimbursement requests. Reimbursement requests must be emailed to: Village Manager, Bachana Tsiklauri at manager@saranaclakeny.gov.
- 2.7.2. Reimbursement payments. Reimbursement payments shall be made directly to the Saranac Lake Adult Center at 135 Broadway, Saranac Lake, NY 12983. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.
- 2.7.3. Drawdowns. Drawdowns for the payment of allowable costs shall be made against the line item budgets agreed upon and specified in Appendix A: Project Budget, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified and in accordance with performance.

2.8. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- a. Upon written request by the Subrecipient, the Grantee shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;
- b. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- c. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the Grantee or its designee; and

- d. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the Grantee.

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

2.9. Documentation of Costs and Other Financial Reporting

- 2.9.1. All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the Grantee and NYSOCR shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.
- 2.9.2. The Subrecipient shall also:
 - a. Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
 - b. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
 - c. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
 - d. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the Grantee or NYSOCR at any time during normal business hours and as often as necessary.
 - e. Inform the Grantee concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the Grantee to other Subrecipients.
 - f. Repay the Grantee any funds in its possession at the time of the termination of this Agreement that may be due to the Grantee or NYSOCR.
 - g. If applicable, maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a monthly basis on forms provided by the Grantee.

3. SECTION 3: GENERAL CONDITIONS AND REQUIREMENTS

3.1. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee Village of Saranac Lake Bachana Tsiklauri, Village Manager 39 Main Street, Suite 9 Saranac Lake, NY 12983 518-891-4150 x205 manager@saranaclakeny.gov	Subrecipient Franklin County Economic Development Corporation Jeremy Evans, CEO 360 West Main Street Malone, NY 12953 (518) 651-2949 jeremy@adirondackfrontier.com
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3.2. General Conditions

- 3.2.1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604.

The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- a. 24 CFR Part 570;
- b. 24 CFR Parts 84 and 85;
- c. OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";

- d. OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- e. The Davis-Bacon Fair Labor Standards Act;
- f. The Contract Work Hours and Safety Standards Act of 1962;
- g. Copeland "Anti-Kickback" Act of 1934;
- h. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- i. Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- j. Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- k. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- l. Section 3 of the Housing and Urban Development Act of 1968;
- m. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- n. Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- o. Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- p. The Architectural Barriers Act of 1968;
- q. The Americans With Disabilities Act (ADA) of 1990;
- r. The Age Discrimination Act of 1975, as amended;
- s. National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- t. Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- u. Asbestos guidelines established in CPD Notice 90-44;
- v. HUD Environmental Criteria and Standards (24 CFR Part 51);
- w. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- x. Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- y. Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- z. Flood Disaster Protection Act of 1973.
- aa. New York House Bill 06-1023 and 06-1043

3.2.2. Independent Contractor. Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

- 3.2.3. Hold Harmless. To the extent permitted by law, the Subrecipient agrees to hold harmless, defend and indemnify the Grantee and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.
- 3.2.4. Worker's Compensation. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- 3.2.5. Insurance and Bonding. The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

The certificates of insurance shall be provided to the Grantee by the Subrecipient's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the Grantee prior to commencement of this Agreement. No other form of certificate shall be used.

The Subrecipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Subrecipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the Grantee may immediately terminate this contract.

- 3.2.6. Licensing. The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, Grantee or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the Grantee is providing funding under this Agreement, the Grantee may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the Grantee.
- 3.2.7. Amendments. The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate

this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

- 3.2.8. Failure to Perform. In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the Grantee reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the Grantee is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the Grantee's right to suspend or terminate this Agreement. The Grantee may consider performance under this Agreement when considering future awards.
- 3.2.9. Suspension or Termination. The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:
- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement;
 - d. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or
 - e. Failure to take satisfactory corrective action as directed by the Grantee.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the Grantee may summarily terminate this Agreement as to

the funds reduced or limited, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the Grantee and the Grantee may also declare the Subrecipient ineligible for further participation in the CDBG program.

4. SECTION 4: ADMINISTRATIVE REQUIREMENTS

4.1. Financial Management

The Subrecipient agrees to comply with Generally Accepted Accounting Principles (GAAP) as well as 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

4.2. Documentation and Record Keeping

- 4.2.1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:
- a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- 4.2.2. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

- 4.2.3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees upon request.
- 4.2.4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 4.2.5. Audits and Access to Records. The Subrecipient shall make all records related to matters covered by this Agreement available to the Grantee, NYSOCR, the Comptroller General of the United States, or any of their duly authorized representatives at any time during normal business hours, as often as deemed necessary, for the purpose of auditing, examining, and making excerpts or transcripts of relevant data. Any deficiencies noted in audit reports must be fully addressed by the Subrecipient within thirty (30) days of receipt. Failure to comply with these audit and record access requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

4.3. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

4.4. Subcontracts

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

4.5. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4.6. Illegal Aliens

By execution of this Agreement, the Subrecipient certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Subrecipient will participate in either the federal E-Verify Program (which is

jointly administered by the U.S. Department of Homeland Security and the U.S. Social Security Administration) (the "E-Verify Program") or the New York Department of Labor and Employment, Employment Verification Program established pursuant to C.R.S. § 8-17.5-102(5)(c) (the "Department Program"), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

The Subrecipient shall not:

- a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- b. Enter into a contract with a contractor that fails to certify to the Subrecipient that the contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Subrecipient hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

In accordance with the 2008 amendments to C.R.S. § 8-17.5-102(5)(c)(II), within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Agreement, the Subrecipient shall affirm to the Grantee that the Subrecipient has examined the legal work status of such employee, retained copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employees. The Subrecipient shall provide a written, notarized copy of the affirmation to the Grantee. Such written, notarized affirmation shall identify each of the specific CDBG Subrecipient Agreement(s) on which such newly hired employee of the Subrecipient is performing, or will perform, work.

The Subrecipient shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

If the Subrecipient obtains actual knowledge that a contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Subrecipient shall:

- a. Notify the contractor and the Grantee within three (3) days that the Subrecipient has actual knowledge that the contractor is employing or contracting with an illegal alien; and
- b. Terminate the contract with the contractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the contractor does not stop employing or contracting with the illegal alien; except that the Subrecipient shall not terminate the contract with the contractor if during such three (3) days the contractor provides information to establish that the contractor has not knowingly employed or contracted with an illegal alien.

The Subrecipient shall comply with any reasonable request by the New York Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5)

If the Subrecipient violates this provision of this Agreement, the Grantee may terminate the Agreement for a breach of contract. If the Agreement is so terminated, the Subrecipient shall be liable for actual and consequential damages to the Grantee as required by law.

The Grantee will notify the Office of the Secretary of State if the Subrecipient violates this provision of this Agreement and terminate the Agreement for such breach.

4.7. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. Grantee reserves the right to communicate through any form of media the role of the Grantee in providing services to the Subrecipient through this Agreement.

4.8. Environmental

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA).

Program staff will complete the ERR. The time required for completion of the ERR can vary from a week to a few months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the Subrecipient will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds. After completing the ERR, the Grantee may publish a notice of a Finding of No Significant Environmental Impact (FONSI) in a local newspaper declaring the intent to request release of project funds from HUD. After the release of the funds by HUD, the Grantee will send the Subrecipient a written notice to begin the project. Subrecipients shall not implement any project activities or incur any project costs until receipt of the notice to proceed.

The Grantee must also determine whether the project meets other applicable statutory and regulatory requirements which include by are not limited to the following:

- a. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C. , 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

- b. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- c. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

4.9. Handbook Receipt Certification

The Subrecipient certifies that it has received the HUD published "Paying by the Rules- A Handbook for CDBG Subrecipients on Administrative Systems" in either print or electronic format from the Grantee. The Subrecipient further certifies and agrees that it is the Subrecipient's obligation as a part of this Agreement to read and understand the Handbook.

4.10. Severability

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

4.11. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

4.12. Waiver

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

4.13. Successor

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

4.14. Entire Agreement

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

4.15. No Third-Party Beneficiaries

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

4.16. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with the laws of the State of New York. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of Franklin Grantee, New York, and, if necessary for exclusive federal questions, the United States District Court for the District of New York.

4.17. Indemnification

To the fullest extent permitted by law, the Grantee and Subrecipient shall and hereby agree to hold harmless, defend (with counsel acceptable to the Housing Trust Fund Corporation [HTFC]) and indemnify the HTFC and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of Subrecipient in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Subrecipient to indemnify and reimburse HTFC for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the HTFC's enforcement of this Agreement or any portion thereof against Subrecipient or otherwise arising in connection with Subrecipient including but not limited to Subrecipient's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

4.18. Compliance with all Federal, State and Local laws

The grantee and subrecipient acknowledge that all parties shall be bound by, and will comply with all applicable Federal, State, and local laws and regulations, including but not limited to 2 CFR Part 200 Appendix II (Contract Provisions for non-Federal Entity Contracts Under Federal Awards) and 24 CFR Parts 570.

4.19. Anti-job Pirating

The grantee and subrecipient that Community Development Block Grant Funds will not be used to assist directly the relocation of any industrial or commercial plant, facility, or operation, from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area (LMA) from which the relocation occurs.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

GRANTEE:
Village of Saranac Lake

SUBRECIPIENT:
Franklin County Economic Development Corporation

Jimmy Williams, Mayor

Jeremy Evans, CEO

Date: _____

Date: _____

Federal I. D.

Federal I. D.

ATTEST:

ATTEST:

[Witness Name]

[Witness Name]

Appendix A: Principal Task Assignments

Principal Tasks	Grantee	Subrecipient
Administration		
Complete grant agreement tasks and documentation		X
Complete environmental review:		X
A. Assist with preparation of the environmental review record (ERR), provide ERR to the Village for approval.		X
B. Assist with preparation of letters to involved agencies if required and forward comments received, if any.		X
C. Assist with preparation and coordination of publication of legal notices.		X
D. Assist with preparation of release of funds forms.		X
E. Assist with coordination of any special environmental reviews		X
F. Submit necessary documentation to NYS HCR/Office of Community Renewal		X
Complete signatory and direct deposit forms; provide canceled check	X	
Finalize Grant Agreement		X
Develop and maintain separate grant accounting system		X
Work with the Village to ensure all obligations and expenditures are properly included in the Villages's accounting system		X
Assist with preparation of quarterly fiscal reports and other necessary financial reports to NYS		X
Assist with performance assessment reports		X
Prepare and submit status of fund reports and other status reports to the Village as requested		X
Assist with drafting amendments (notice, public hearing, correspondence with OCR) if needed		X
Assist with project close-out		X
Participate in monitoring session after grant completion (or during, if scheduled by OCR)		X
Attend meetings with the Village as necessary		X
Program Delivery		

Oversee project bidding, ensuring MWBE and Section 3 compliance requirements are met.		X
Complete documentation to request reimbursement from OCR	X	X

Appendix B: Project Budget

	Source of Funds
Use of Funds	NYS CDBG
Facilities	\$845,000
Administration	\$25,000
Program Delivery	\$30,000
Engineering	\$100,000
Total Project Costs	\$1,000,000

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

SUBJECT: Rail Trail Signage

Date: 10-14-2025

DEPT OF ORIGIN: Trustee White

Bill # 149-2025

DATE SUBMITTED: 10-9-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to approve design for temporary rail trail signage

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

VILLAGE OF SARANAC LAKE

BOARD OF TRUSTEES RESOLUTION

Approval of Temporary Rail Trail Sign Design

WHEREAS, the Village of Saranac Lake is a key partner in the Adirondack Rail Trail project, which provides a multi-use recreational trail connecting Saranac Lake to surrounding communities; and

WHEREAS, the installation of temporary way-finding and informational signage along the Rail Trail within the Village limits is necessary to help residents and visitors safely navigate and understand trail access points during the initial operational phase; and

WHEREAS, the Parks and Trails Advisory Board, in coordination with neighboring communities, and facilitated by partner agencies have developed a proposed design for the temporary Rail Trail signs to ensure consistency, visibility, and alignment with both Adirondack Rail Trail branding and Village design standards; and

WHEREAS, the proposed signage will include directional markers, and informational panels placed at key entry points and crossings;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Saranac Lake hereby approves the design of the temporary Rail Trail signs as presented; and

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

SUBJECT: Cannabis Sales Tax Funds Grant Program

Date: 10-14-2025

DEPT OF ORIGIN: Trustee Brunette

Bill # 150-2025

DATE SUBMITTED: 10-9-2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to authorize the creation of cannabis sales taxation funds grant program

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

Resolution Authorizing the Creation of the Village of Saranac Lake

Cannabis Sales Taxation Funds Grant Program

WHEREAS, the State of New York, through the Marijuana Regulation & Taxation Act of 2021, legalized adult-use cannabis and established an excise tax on cannabis sales, a portion of which (4% local tax) is distributed to local governments for community benefit (with 75% of the local tax revenue allocated to the municipalities where the sales occur); and

WHEREAS, the Village of Saranac Lake anticipates receiving revenue from cannabis sales within its jurisdiction as its share of this local cannabis excise tax, and the Village Board of Trustees wishes to utilize these funds in a manner that directly benefits the residents of the Village; and

WHEREAS, the Village is committed to managing public funds with transparency and accountability, ensuring that the allocation of cannabis tax revenue is done through a fair and accessible process that maximizes local benefits; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Saranac Lake as follows:

1. **Establishment of Program:** The Village of Saranac Lake hereby establishes the Cannabis Sales Taxation Funds Grant Program (hereinafter "the Program") to reinvest a portion of local cannabis sales tax revenues into the community. The Program's purpose is to fund eligible projects and initiatives that benefit the residents of the Village.
2. **Funding Priorities:** The Program shall prioritize funding projects in the following categories: Youth Programs, Support for Seniors, Recreational Opportunities. All grant proposals must demonstrate alignment with at least one of these priority areas.
3. **Administration:** The Program will be administered by the Village Manager (or their designee). The Village Office is responsible for managing the intake of grant applications, ensuring applications are complete, and performing an initial review of each proposal's alignment with the Program's priorities and guidelines.
4. **Grant Application Process:** Applications shall be accepted on a rolling basis throughout the year, allowing for timely opportunities as needs arise. The Village Manager shall develop and make available a standard application form that outlines the required information (including project description, objectives, target audience, budget details, and expected outcomes) to be submitted by applicants. Completed applications are to be submitted to the Village Office, which will log each application and perform the initial review as described above.
5. **Eligibility and Use of Funds:** Eligible applicants are limited to non-profit organizations or those with an eligible non-profit fiscal sponsor, consistent with Village policy and state law. Grant funds must be used for purposes consistent with the submitted application and Program guidelines. Funds shall not be used to pay for salaries or wages of staff, and shall not be applied to costs of projects already completed prior to approval (no retroactive funding). Any expenditure of grant funds must comply with all applicable laws and regulations. The Village reserves the right to require documentation of expenses and to audit the use of grant funds for compliance.

6. **Funding Limits:** The maximum grant award per project shall be \$5,000. This cap is established to distribute funds broadly and encourage additional investment by project sponsors. The Village Board may, in exceptional cases, consider exceeding the \$5,000 cap for a project that has significant merit and matching support, but any such decision is at the discretion of the Board on a case-by-case basis.
7. **Approval of Grants:** All grant awards must be approved by a majority vote of the Village Board of Trustees at a duly convened public meeting. After the Village Manager's initial review, applications deemed eligible and appropriate will be forwarded with recommendations to the Village Board. The Board will review each recommended application in light of the Program's goals and the Village's budget availability. Approval will be recorded via resolution.
8. **Disbursement of Funds:** Upon approval of a grant by the Board, the Village Treasurer, in coordination with the Village Manager, is authorized to disburse funds to the grantee up to the approved award amount. All disbursements will follow standard Village financial procedures and controls.
9. **Reporting and Oversight:** Grantees are required to provide a final report to the Village detailing the use of funds and project outcomes. The Board of Trustees directs the Village Manager to include a summary of the Program's grants and outcomes in an annual report to the Board and public, to ensure transparency and allow the Board to evaluate the Program's impact. Failure of a grantee to fulfill reporting obligations or to use funds properly may result in the Board taking appropriate action, including requiring reimbursement of funds or disqualifying the organization from future grants.
10. **Effective Date:** This resolution shall take effect _____. The Program is authorized to commence upon adoption of this resolution, and the Village Clerk may begin accepting applications forthwith. The provisions of this Program shall be incorporated into Village administrative procedures, and notice of the Program's availability shall be made to the public (including posting on the Village website and outreach to local organizations).