

VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
39 MAIN STREET SARANAC LAKE NY
MEETING AGENDA 5:00 PM
Monday, February 23, 2026

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/86856122537>

Meeting ID: 868 5612 2537

CALL TO ORDER

ROLL CALL:

AUDITING:

- a. Pay Vouchers
- b. Approve Minutes from 2-9-2026

PUBLIC HEARING: Local Law amending Development Code

COMMUNITY DEVELOPMENT DEPARTMENT UPDATE

PUBLIC COMMENT:

ITEMS FOR BOARD ACTION

BILL	33	2026	Resolution to authorize temporary utilization of General Fund Balance and Fire Vehicle Cash Reserve to expedite purchase of new fire vehicle
BILL	29	2026	Resolution adopting policy for use of Village Sign Frames
BILL	34	2026	Resolution to authorize park use and road closure with sale of alcohol for 2026 Cruisin' Car Show
BILL	35	2026	Resolution authorizing the transfer of funds and inter-fund budget transfers
BILL	36	2026	Resolution authorizing temporary Winter Water Usage Adjustment
BILL	37	2026	Resolution authorizing a budget transfer for purchase of Police Department Overhead Door
BILL	38	2026	Resolution authorizing a budget transfer within Police Department budget
BILL	39	2026	Resolution limiting local law enforcement cooperation with Federal Immigration Enforcement
BILL	40	2026	Resolution expressing Village of Saranac Lake interest to acquire the Saranac Lake Armory
BILL	41	2026	Resolution approving budget adjustment for licensing compensation for DPW Superintendent and Chief Water/Wastewater Director
BILL	42	2026	Authorize Village Manager to sign subaward agreement for Boothe River Park Paddling Gear Library Workplan

OLD BUSINESS: Mayor Williams - APA Lease

NEW BUSINESS: Trustee White-Update on Public Safety Building and discussion on Village resources for campaign purposes

PUBLIC COMMENT:

EXECUTIVE SESSION: Information relating to current investigation of criminal offense

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, February 9, 2026

Regular Meeting began at 5:00 PM and ended at 7:30 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 present; Trustee White present.

Staff also Present: Village Manager Bachana Tsiklauri, Village Treasurer Kendra Martin, and
Village Clerk Amanda Hopf

AUDITING:

Chair Mayor Williams called for a motion to approve payment for the 2026 Budget
\$164,311.13 batch number 02092026. Complete detail of these vouchers is attached and made
part of these minutes.

Motion: White Second: Ryan

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

APPROVAL OF MINUTES:

Chair Mayor Williams called for a motion to approve the minutes

Motion: Brunette Second: Brunette

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

PUBLIC COMMENT:

ITEMS FOR BOARD ACTION:

Bill 14-2026 Approve MOA between Village and Teamsters Local 687

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: Scollin

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

Bill 115-2026 Home Rule Request for Assembly Bill 9687

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: Ryan

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

Bill 16-2026 Approve 4th of July Fireworks

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

Chair Mayor Williams called for a motion

Motion: Brunette Second: Ryan

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

Bill 17-2026 Approve Cannabis Sales Taxation Funding Program Grant Application for ADK Mountain Club

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: White

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

Bill 18-2026 Authorize the Village Manager to sign contract for legal services for Saranac Lake Drinking Water and Wastewater Projects

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: Ryan

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

Bill 19-2026 Approve settlement agreement 25 Franklin Ave Water/Sewer Invoices

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

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

Bill 20-2026 Resolution authorizing revenue from annual car show registration fees

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: Ryan

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

Bill 21-2026 Authorize the acceptance of NYS DEC NPG Funding for Parking Lot Stormwater projects

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

Chair Mayor Williams called for a motion

Motion: Brunette Second: Scollin

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

Bill 22-2026 Resolution to appoint and reappoint members to the Downtown Advisory Board

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

Chair Mayor Williams called for a motion

Motion: Brunette Second: Ryan

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

Bill 23-2026 Resolution to declare Villages intent to serve as lead agency for Baldwin Park Project

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

Chair Mayor Williams called for a motion

Motion: White Second: Scollin

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

Bill 24-2026 Authorize overnight travel and training for police officer

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: Scollin

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

Bill 25-2026 Authorize the overnight travel and training for Chief of Police

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

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

Bill 26-2026 Approve amendment to the Health Reimbursement Account PBA

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

Chair Mayor Williams called for a motion

Motion: White Second: Williams

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

Bill 27-2026 Approve Franklin County Destination Event Sponsorship Program awards for Village Events

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

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

Bill 28-2026 Call for a public hearing on local law amending the Development Code

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

Chair Mayor Williams called for a motion

Motion: Ryan Second: White

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

Bill 29-2026 Resolution adopting policy for use of Village Sign Frames

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

Chair Mayor Williams called for a motion

Motion to table: Ryan Second: Williams

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

Bill 30-2026 Resolution authorizing the partial financial assistance for repairs at the Adirondack Carousel

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

Chair Mayor Williams called for a motion

Motion to: Scollin Second: Brunette

Motion to amend: White Second: Williams

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

Roll call to pass amended:

Bill 31-2026 Resolution to establish future families task force

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

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

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

Bill 32-2026 Resolution to authorize Budget Transfers

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

Chair Mayor Williams called for a motion

Motion: White Second: Williams

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

SPECIAL GUEST: Greg Swart – Village Wastewater Project Update

OLD BUSINESS: Trustee Ryan-Armory Building

Trustee White-Update on 33 Petrova Property and update on Public Safety Building

NEW BUSINESS: Trustee White- Discussion on amending Trustee Scollin’s Resolution 126-2025 Safeguarding Residents and Financial Resources, and Reaffirming Existing Policing Policies and Discussion/review of the audit performed by BST.

PUBLIC COMMENT:

Mark Wilson Wendel updates and public involvement

MOTION TO ADJURN:

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

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

PUBLIC HEARING
DEVELOPMENT CODE AMENDMENTS

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

BILL #: 28-2026

SUBJECT: Call for a Public Hearing

FOR AGENDA: 2/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 1/15/2026

MOVED BY: Ryan SECONDED BY: White

Resolution to call for a public hearing on a proposed local law amending the development code

VOTE ON ROLL CALL:

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

RESOLUTION NO. ___ OF 2026

INTRODUCING PROPOSED LOCAL LAW NO. ___ OF 2026 ENTITLED “2026 DEVELOPMENT CODE AMENDMENTS” AND SCHEDULING A PUBLIC HEARING

WHEREAS, the Village Board of Trustees (the "Village Board") is considering the adoption of Local Law No. ___ of 2026, entitled “2026 Development Code Amendments” (the "Proposed Local Law"); and

WHEREAS, the Proposed Local Law amends Chapter 106 (Development Code) of the Village Code to modernize zoning definitions, update design standards, streamline administrative procedures, and amend the Official Zoning Map to designate Tax Map Parcel 32.3-4-6.000 as Zoning District C-4 following its annexation; and

WHEREAS, the Village Board has received the draft Proposed Local Law from the Village Development Board; and

WHEREAS, the Village Board intends to serve as Lead Agency for the environmental review of this action pursuant to the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, the Village Board has reviewed the Full Environmental Assessment Form (FEAF) Part 1 and tentatively identifies the adoption of the Proposed Local Law as a Type I Action under SEQRA; and

WHEREAS, because the Village of Saranac Lake is situated within both Franklin and Essex Counties, and the Proposed Local Law involves village-wide text amendments and map amendments, the action requires referral to both the Franklin County and Essex County Planning Boards pursuant to General Municipal Law § 239-m; and

WHEREAS, pursuant to New York State Village Law § 7-706(2-a), the Village is required to provide written notice of the public hearing to the Clerks of adjacent municipalities where the proposed zoning amendments affect property within 500 feet of the municipal boundary.

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

1. Introduction. The Village Board hereby introduces Proposed Local Law No. ___ of 2026, entitled “2026 Development Code Amendments,” for consideration.
2. SEQRA Lead Agency. The Village Board hereby declares its intent to act as Lead Agency for the SEQRA review of this action and affirms the tentative classification of the action as a Type I Action.

3. **Public Hearing.** A public hearing on the Proposed Local Law shall be held on Monday, January 26, 2026, at 5:30 pm, in the Village Board Room located at 39 Main Street, Saranac Lake, NY 12983, to hear all interested parties and citizens.
 4. **Publication of Notice.** The Village Clerk is hereby directed to publish the Legal Notice of said hearing in the *Adirondack Daily Enterprise*, the official newspaper of the Village, at least ten (10) days prior to the date of the hearing, and to post said notice on the Village website and sign board.
 5. **County Referral (GML § 239-m).** The Village Clerk is hereby directed to refer the Proposed Local Law, the Zoning Map amendment, and Part I the Full Environmental Assessment Form (EAF) to both the Franklin County Planning Board and the Essex County Planning Board for review in accordance with General Municipal Law § 239-m.
 6. **Neighboring Municipal Notice (Village Law § 7-706).** The Village Clerk is hereby directed to send written notice of the public hearing to the Town Clerks of the Town of Harrietstown, the Town of North Elba, and the Town of St. Armand at least ten (10) days prior to the hearing, pursuant to New York State Village Law § 7-706.
 7. **Public Availability.** A copy of the Proposed Local Law shall be kept on file in the Office of the Village Clerk and made available for public inspection during regular business hours and posted on the Village website.
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VILLAGE OF SARANAC LAKE, NY

LOCAL LAW NO. ____ OF 2026 DEVELOPMENT CODE AMENDMENTS LAW

A LOCAL LAW TO AMEND CHAPTER 106 (DEVELOPMENT CODE) OF THE CODE OF THE VILLAGE OF SARANAC LAKE UNIFIED DEVELOPMENT CODE

Be it enacted by the Board of Trustees of the Village of Saranac as follows:

SECTION 1: TITLE.

This local law shall be cited as Local Law No. ____ of 2026 of the Village of Saranac Lake and entitled "2026 Development Code Amendments."

SECTION 2: LEGISLATIVE INTENT AND PURPOSE.

This local law amends Chapter 106 of the Village Code to provide amendments to the Village's Unified Development Code to modernize zoning definitions and standards, streamline administrative procedures, enhance housing options, and improve development regulations to better serve the community's evolving needs while maintaining the character and sustainability of the Village of Saranac Lake.

SECTION 3: AUTHORITY

The Development Code of the Village of Saranac Lake is enacted by the Board of Trustees of the Village of Saranac Lake pursuant to its authority to adopt local laws under Article IX of the New York State Constitution and Municipal Home Rule Law Section 10 and implements authority provided to New York State villages pursuant to Article 7 of New York State Village Law.

SECTION 4: TERMS DEFINED.

Article II, Section 106-6 of the Development Code entitled "Definitions" is hereby amended as follows:

A. Deletion of Existing Definitions. The following definitions are hereby deleted in their entirety:

DWELLING UNIT

One or more rooms, designed, occupied, or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities for the exclusive use of a singly family maintaining a household. [EDITOR'S NOTE: This is a duplicate definition. Keep definition added 6-12-2023 by L.L. No. 3-2023]

DWELLING UNIT, SECONDARY

A dwelling unit, 500 square feet or less, either in or added to a single-family dwelling, or in a separate accessory building on the same lot as the principal dwelling, for use as a complete and independent housekeeping unit. Such a dwelling shall be clearly accessory and incidental to the principal dwelling.

HISTORIC STRUCTURE

Any structure that is:

A. Listed individually on the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

B. Amendment of Existing Definitions. The following existing definitions are hereby amended to read as follows:

ACCESSORY USE

A use of a building/structure, lot or portion thereof that is customarily incidental and subordinate to, and does not change the character of, a principal land use or development and that customarily accompanies or is associated with such principal land use or development. Examples of accessory uses include, but are not limited to:

- A. A secondary dwelling of 850 square feet or less that is accessory to a residential or mixed-use;
- B. The parking of tenant-owned cars in the parking lot of an apartment building;
- C. A home occupation in a residential area;
- D. An employee cafeteria in an office building;
- E. A warehouse space of a manufacturing facility, etc.

ACCESSORY STRUCTURE

A structure which is customarily incidental and subordinate to the principal building (i.e., detached garages, carports, sheds, etc.). Accessory structures may include structures necessary for providing wind or solar power to the principal building.

ADIRONDACK ARCHITECTURE

Refers to the rugged architectural style generally associated with many buildings within the Adirondack Mountain area of Upstate New York, many of which are utilized and referred to as "great camps." Other uses include commercial and common residential. The builders used native building materials, such as pine, cedar and spruce woods, and often provided rustic appearances which incorporate many highly craftsman-like details, while avoiding the costs and time costs of importing materials from elsewhere. Saranac Lake is home to many builders and craftsmen specializing in the construction of Adirondack architecture throughout the Saranac Lake chain of lakes, Lake Placid and the St. Regis Lakes. Elements such as whole, split, or peeled logs, bark, roots, and burls, along with native granite and fieldstone were used to build interior and exterior components. Massive fireplaces and chimneys built of cut stone are also common with this architecture. The use of native building materials was not only for promoting a natural appearance but also to avoid the expense of transporting conventional building materials into a remote location. Design elements of Adirondack architecture often include one or more of the following features:

CARPORT

A roofed structure open on at least one side and designed for the storage of one or more motor vehicles. A carport may be attached to a principal structure or freestanding. When detached from the principal structure, a carport shall be considered an accessory structure.

DEVELOPMENT BOARD

The board appointed by the Board of Trustees of the Village of Saranac Lake with the powers set forth in the village law and the Village of Saranac Lake Development Code.

DWELLING, MANUFACTURED HOME

A factory-manufactured dwelling unit built on or after June 15, 1976, and conforming to the requirements of the Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standards, 24 CFR Part 3208, 4/1/93, transportable in one or more sections, which in the traveling mode is eight feet (2,438 mm) or more in width or 40 feet (12,192 mm) or more in length, or, when erected on site, is 320 square feet (29.7 m²) minimum, constructed on a permanent chassis and designed to be used with a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein. The term "manufactured home" shall also include any structure that meets all the requirements of this definition except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Federal Department of Housing and Urban Development and complies with the standards established under the national Manufactured Housing Construction and Safety Act of 1974, as amended. The term "manufactured home" shall not include any self-propelled recreational vehicle. Manufactured homes are considered to be single-family dwellings.

DWELLING, MULTIFAMILY

A building or portion thereof containing five or more entirely separate dwelling units separated by walls and/or floors and designed for occupancy by five or more families living independently of each other. The dwelling units may be owned in common or separately but shall not include townhouses as defined below.

DWELLING, SINGLE-FAMILY

A detached building containing one dwelling unit designed for occupancy by one family. Manufactured homes (mobile homes) are considered to be single-family dwellings.

DWELLING, TOWNHOUSE (ROW HOUSE)

A one-family dwelling in a row of at least three, but no more than four, such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any unit by one or more vertical, common, fire-resistant walls. Townhouses may include separate fee ownership of the unit and land underlying each unit, but may also include commonly owned lands associated with the townhouses, or all dwelling units may have a single owner.

FLOOR AREA

The sum of the gross horizontal area of all floors of a building measured from the inside face of the exterior walls or from the center line of the walls separating two buildings. Unheated porches, terraces, cellars, basements and enclosed off-street parking areas shall not be included in calculation of floor area.

HISTORIC BUILDING/STRUCTURE

Any building or structure that is:

- A. Listed individually or eligible to be listed on the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

- C. Individually listed or eligible to be listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

LAND DISTURBANCE

Any activity involving the clearing, cutting, excavating, filling, or grading of land or any other activity that alters existing land topography or ground cover.

RETAIL SALES, TYPE I

The selling or rental of goods or merchandise to the general public or to business clients, for personal use or household consumption, and the rendering of services incidental to the sale of such goods within a building equal to or less than 7,000 square feet in size.

RETAIL SALES, TYPE II

The selling or rental of goods or merchandise to the general public or to business clients, for personal use or household consumption, and the rendering of services incidental to the sale of such goods within a building greater than 7,000 square feet in size.

ROOMING HOUSE

A dwelling in which, for compensation, lodging is provided to two or more unrelated persons who share common kitchen or bathroom facilities with other occupants. Rooms are rented for periods of more than 30 consecutive days and are not intended for transient or short-term occupancy. Rooming houses may provide sleeping rooms with or without meals. They do not constitute a hotel, motel, bed and breakfast, or group home. The operator of the rooming house may or may not reside on the premises.

C. Addition of New Definitions. New definitions are hereby added, in alphabetical order, to read as follows:

DWELLING UNIT, ACCESSORY (ADU)

A dwelling unit, 850 square feet or less, either in or added to a single-family dwelling, or in a separate accessory building on the same lot as the principal dwelling, for use as a complete and independent living unit. Such a dwelling shall be clearly accessory and incidental to the principal dwelling or a mixed-use building.

- A. Attached Accessory Dwelling Unit: An accessory dwelling unit that is located entirely within or attached to a principal structure, or that is located within or attached to an accessory structure.
- B. Detached Accessory Dwelling Unit: An accessory dwelling unit that is a separate freestanding structure on the same lot as the principal structure.

DWELLING, 3-4 FAMILY

A detached building designed as a single structure, containing three or four dwelling units, each of which is designed to be occupied as a separate permanent residence for one family. The dwelling units may be owned in common or separately and for the purposes of this chapter, shall include townhouses as defined herein.

LOT COVERAGE

The total area of a lot covered by all buildings, including accessory structures, decks, patios, paved or unpaved walkways and parking areas, sidewalks and all other impervious surfaces.

MODULAR HOME

A dwelling unit constructed on-site in accordance with the state building code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. Modular homes are considered to be single-family dwellings.

SECTION 5: COMMUNITY DEVELOPMENT DIRECTOR

Subsection C of Section 106-7 of Article III of the Development Code entitled “Community Development Director; powers and duties” is hereby amended to read as follows:

§ 106-7 Community Development Director; powers and duties.

C. Issue administrative determinations and certificates of compliance pursuant to this code, including Administrative Review and Administrative Approval;

SECTION 6: ADMINISTRATIVE REVIEW

Section 106-9 of Article III of the Development Code entitled “Procedure for administrative review” is hereby amended by revising Paragraph (4) of Subsection E and adding a new Subsection I to read as follows:

E. Procedure.

(4) Upon receipt of the determination of application completeness, the applicant shall provide written notice to each adjoining property owner that an application for administrative review is being requested from the Director. The notice shall include a description of the project for which adjustment is sought, the level of adjustment sought, the address where written objection to the project may be written, and the date by which the written objection must be received. Within five days after provision of the notice to adjoining property owners, the applicant shall provide to the Director a copy of the notice sent, a list of the adjoining property owners receiving the notice, and written evidence (i.e., mail certification receipts) that the notice has been properly made to each adjoining property owner.

I. Any amendment of a final application previously approved by the Director shall be subject to the same approval procedure as provided by this chapter.

SECTION 7: ADMINISTRATIVE APPROVAL

Section 106-10 of Article III of the Development Code entitled “Procedure for administrative approval” is hereby amended by the addition of new Subsections C and D:

C. Expiration. The administrative approval is subject to expiration in accordance with § 106-11 C.

D. Any amendment of a final application previously approved by the Director shall be subject to the same approval procedure as provided by this chapter.

SECTION 8: NOTICE OF DECISION

Section 106-11 of Article III of the Development Code entitled “Notice of decision by Director or Development Board” is hereby amended by revising Subsection C as follows:

C. A notice of decision for an approval or approval with conditions for a site plan or special use permit, or a variance issued pursuant to this code shall lapse one year following the date it was issued if the project has not been commenced or the use has not been commenced. Upon a request filed prior to lapsing of the notice of decision the board granting the approval may renew the notice of decision for a period of one year from the date it would have originally lapsed, provided that the facts upon which the original determination was granted have not changed. The Development Board may provide for a subsequent renewal, upon request made before lapsing of the notice of decision, provided that the facts upon which the original determination was made have not changed.

SECTION 9: MATERIAL CHANGES IN USE

Section 106-12 of Article III of the Development Code entitled “Material changes in use” is hereby amended and restated in its entirety to read as follows:

§ 106-12 Material changes in use.

When a structure, building or parcel changes in use, the owner shall be responsible for submitting the proposed change to the Director for a determination pursuant to § 106-8 whether the proposed change is material. (See the definition of "material change" of use in § 106-6.)

- A. If the proposed change of use is determined by the Director to be a material change, then the Director shall make a determination as to what type of approval is required. If the proposed change in use is determined by the Director not to be a material change, then the Director shall notify the applicant that the development is subject to administrative approval from the Director pursuant to § 106-8.
- B. A change in tenant that is continuing the existing use is not a material change and does not require any new approvals.

SECTION 10: AMENDMENTS

Sections 106-25 and 106-30 of Article IV of the Development Code entitled “Amendments” are hereby amended as follows:

§ 106-25 Referral to Development Board.

Should the Board of Trustees decide to consider the requested amendment, the Board of Trustees shall refer it to the Development Board for a recommendation. No action shall be taken on the requested amendment referred to the Development Board until its recommendation, in writing, has been received by the Board of Trustees, or 30 days have elapsed after such referral has been made, unless the Development Board and Board of Trustees agree to an extension beyond the thirty-day requirement for the Development Board's review and recommendation. The Board of Trustees shall consider the Development Board's recommendation.

§ 106-30 Effect on projects approved prior to amendment.

Where a permit or approval has been lawfully issued for a project and such project would be rendered nonconforming by an amendment of this code, such project shall have the right to be completed pursuant to the provisions in effect when the project permit was issued.

SECTION 11: AMENDMENT OF THE OFFICIAL ZONING MAP

The Official Zoning Map of the Village of Saranac Lake, established pursuant to Section 106-35 of the Village Code, is hereby amended as follows:

The parcel identified as Tax Map Section, Block and Lot (SBL) Number 32.3-4-6.000 is hereby designated as Zoning District C-4. Said parcel, having been annexed into the Village of Saranac Lake pursuant to Article 17 of the General Municipal Law and Local Law No. 3-2025, shall be subject to all standards, uses, and regulations of Chapter 106 applicable to the C-4 District.

SECTION 12: USE REGULATIONS

Attachment 1 – Schedule 1 Allowed Uses, as referenced in Section 106-40 of Article VIII of the Development Code, is hereby repealed in its entirety and replaced with the revised Attachment 1 – Schedule 1 Allowed Uses, which is attached hereto and made a part of this Local Law.

[NOTE TO CLERK: Ensure the new "Schedule 1 Allowed Uses" table is physically stapled/attached to the back of this Local Law when filing with the Secretary of State.]

SECTION 13: DIMENSIONAL STANDARDS

Section 106-41 of Article VIII of the Development Code entitled "Dimensional standards" is hereby amended by revising Paragraph (1) of Subsection G to read as follows:

(1) Front yard. In order to maintain the existing pattern of development along a given street, a minimum front yard setback shall be as required under the provisions of Schedule 2, Dimensional Standards.

Further, Attachment 2 – Schedule 2-Dimensional Standards, as referenced in Section 106-41, is hereby repealed in its entirety and replaced with the revised Attachment 2 – Schedule 2-Dimensional Standards, which is attached hereto and made a part of this Local Law.

[NOTE TO CLERK: Ensure the new "Schedule 2- Dimensional Standards" table is physically stapled/attached to the back of this Local Law when filing with the Secretary of State.]

SECTION 14: SITE PLAN REVIEW APPLICATION

Section 106-60 of Article XI of the Development Code entitled "Site plan review application" is hereby amended by revising Paragraph (3)(a) of Subsection C, adding a new Paragraph (15) to Subsection D, and revising Subsection E and Paragraph (2) of Subsection H to read as follows:

(C)(3)(a) Location, use and height of all existing buildings and structures;

(D)(15) Completed Adirondack Park Agency (APA) Jurisdictional Inquiry Form (JIF), if determined necessary by the Director.

E. Following the receipt of an application, the Director shall determine its completeness.

(H)(2) Upon approval of the site plan application, the Development Board shall certify its approval on three copies of the site plan and shall forward one copy to the Director and provide one copy to the applicant. The Development Board will retain one copy as the site plan of record, and the applicant is responsible for sending the other copy to the Essex and/or Franklin County Planning Board, as applicable. Upon disapproval of a site plan, the Development Board shall notify the applicant, in writing, of its decision and its reasons for disapproval.

SECTION 15: FILING OF DECISION

Section 106-61 of Article XI of the Development Code entitled "Filing of decision" is hereby amended and restated in its entirety to read as follows:

§ 106-61 Filing of decision and expiration.

The decision of the Development Board shall be filed in the office of the Village Clerk and a copy thereof mailed to the applicant. The decision shall contain such findings of fact and conditions as are required by this code. The notice of decision is subject to expiration in accordance with § 106-11 C.

SECTION 16: AMENDMENTS TO SITE PLANS

Article XI of the Development Code entitled "Site Plan Review" is hereby amended by the addition of new section 106-64.1 entitled "Amendments to site plans" as follows:

§ 106-64.1. Amendments to site plans.

A. Any amendment of a site plan previously approved by the Development Board shall be subject to the same site plan approval procedure as provided by this article.

B. The Development Board may waive any of the procedural steps to the extent it deems appropriate for an application, provided that the amended site plan shall be formally submitted to amend and receives formal approval thereof, and the application to amend is submitted prior to the expiration of the original approval.

SECTION 17: SPECIAL USE PERMIT APPLICATION PROCEDURE

Subsection B of § 106-71 of Article XII of the Development Code entitled "Application procedure" is hereby amended as follows:

B. If an application is for a parcel or parcels on which more than one use requiring a special use permit is proposed, the applicant may submit a single application for all such uses. For purposes of determining whether the application is a major or minor project under these special use permit regulations (and for compliance with SEQR and the LWRP consistency review as provided for in Article XV of this code) all proposed uses and/or actions on a single parcel or on contiguous parcels shall be considered together.

SECTION 18: SPECIAL USE PERMIT EXPIRATION AND CHANGE OF USE

Section 106-76 of Article XII of the Development Code entitled “Expiration and change of use” is hereby amended by adding a new Subsection C as follows:

- C. Any notice of decision for a special use permit or amendment to a special use permit is subject to expiration in accordance with § 106-11 C.

SECTION 19: LIGHTING

Section 106-83 of Article XIII of the Development Code entitled “Lighting” is hereby amended by revising Paragraph (2) of Subsection B to read as follows:

(2) When required, a lighting plan should be developed using the Guidelines for Good Exterior Lighting Plans, prepared by the Dark Sky Society.

<http://www.darkskysociety.org/handouts/LightingPlanGuidelines.pdf>

SECTION 20: DESIGN STANDARDS

Section 106-84 of Article XIII of the Development Code entitled “Architectural design standards” is hereby amended by revising the introductory paragraph of Subsection A, and revising Paragraphs (2) and (10) of Subsection B to read as follows:

A. All commercial, mixed-use and non-residential land use and development is subject to the following architectural design standards. The design objective for the architectural design standards is to:

(B)(2) Through the conversion of residential buildings to commercial uses, certain residential styles have become representative of commercial buildings. Commercial structures/uses may continue to utilize this type and style. Representative residential to commercial conversions consist of one- or two-story buildings characterized by pitched roofs with wood siding, and windows typically double hung with exterior wood casings. Representative commercial buildings are multistory structures with gabled, hipped, or semi-flat roofs. Exterior materials consist of coursed wood such as clapboards and shingles, brick, stucco, or stone, which does not include pre-engineered vertical sheets such as T-111.

(B)(10) Structures which exceed 120 feet in length on any facade shall provide a prominent shift in the mass of a structure at each ninety-foot interval, or less. The shift shall be in the form of a fifteen-foot change in building facade alignment or a fifteen-foot change in total roofline.

Article XIII of the Development Code entitled “Design Standards” is hereby amended by the addition of new Section 106-87.1 entitled “Townhouse and rowhouse structures” to read as follows:

§ 106-87.1 Townhouse structures. In addition to applicable requirements of § 106-84, Architectural Standards, and § 106-85, Historic structure architectural standards (if applicable), the following standards, requirements, and consideration shall apply to all new townhouse structures and significant alterations visible from public areas, as indicated below.

A. Setbacks. Required side and rear setbacks are applicable only to the entire structure. Internal side setbacks of 0 feet are permitted between units that share an internal wall.

B. Building length. The maximum building length of any townhouse structure shall be 100 feet with a maximum of four units.

C. Façade and architectural design. All townhouses shall integrate diverse design elements to break up large wall expanses. Refer to Figure 1: Example Townhouse Design Elements. This shall include:

(1) Vertical articulation.

- (a) Distinct architectural features: Clearly separate units with varying windows, entrances, and material changes.
- (b) Facade plane changes: Implement a minimum two-foot recess or projection for individual units or facade segments.
- (c) Varying rooflines: Incorporate diverse roof forms or varying roof heights between units.
- (d) Base delineation: The ground floor (base) must be clearly articulated with a change in materials, a distinct horizontal line (e.g., a belt course), or enhanced detailing, at least 24 inches tall from finished grade.
- (e) Cornice/parapet lines: Introduce distinct cornice lines or parapet heights at the top of the facade to provide a clear termination and differentiate units.

D. Horizontal Articulation:

- (1) Facade length variation: For structures over 50 feet long, a prominent facade shift of at least four feet in depth is required, ensuring no more than 50% of the facade appears unbroken.
- (2) Segmented facades: No continuous wall plane can exceed 30 feet without a two-foot plane change, material change, or significant architectural feature (e.g., bay window).
- (3) Bays, balconies, recessed entries: These features are encouraged, requiring them to extend/recess at least two feet from the main facade.

E. Materials and Fenestration:

- (1) Material Changes: Use a variety of exterior materials to differentiate units and facade segments.
- (2) Window Variety: Vary window sizes, shapes, and patterns.
- (3) Transparency: At least 15% of any street-facing facade (excluding garage doors) must consist of windows or main entrance doors.

F. Utilities. Each townhouse shall be a self-contained one-family dwelling unit with independent plumbing, heating, cooling and utility systems and facilities. Adequate public water, sewerage and storm drain facilities must be available.

G. Building spacing and layout. Townhouse structures shall be located so that monotonous and undifferentiated silhouettes are avoided. In no case shall individual townhouse structures be closer to one another than 25 feet.



Figure 1. Example Townhouse Design Elements (for illustrative purposes only)

SECTION 21: ACCESSORY STRUCTURES

Section 106-90 of Article XIV of the Development Code entitled “Accessory structures and appurtenant structures” is hereby amended by revising Paragraph (8) of Subsection A and adding a new Subsection C to read as follows:

(A)(8) The maximum height of accessory structures shall not exceed 16 feet above the finished grade, measured at the primary access to the building. However, an attached accessory dwelling unit built atop an accessory structure may be permitted to a height that does not exceed the height of the principal structure.

C. Accessory dwelling units.

- (1) Detached accessory dwelling units shall comply with the setbacks established for principal structures. Accessory dwelling units attached to an accessory structure must comply with the setbacks for accessory structures.
- (2) Detached accessory dwelling units shall be exempt from the 15% maximum lot area limitation for accessory structures.

SECTION 22: MANUFACTURED HOMES AND MANUFACTURED HOME COMMUNITIES

§ 106-94 of Article XIV of the Development Code entitled “Manufactured homes and manufactured home communities” is hereby repealed and replaced in its entirety as follows:

A. All manufactured homes outside manufactured home communities may be permitted within any zoning district where single-family dwellings are permitted pursuant to this code, provided that the following requirements are met:

- (1) The manufactured home shall comply with all dimensional standards of this code.
- (2) The manufactured home shall be affixed to a permanent foundation, and all towing devices, wheels, axles, and hitches shall be removed.
- (3) The manufactured home shall be placed on the lot in such a manner that is compatible with and reasonably similar in orientation to any site-built housing in adjacent or nearby locations.
- (4) No more than one manufactured home shall be allowed on a single lot.
- (5) Any manufactured home placed outside a manufactured home community shall demonstrate proper connection to the Village water and sewer systems

B. All manufactured home communities shall require a special use permit.

C. Manufactured home communities.

- (1) A manufactured home shall be so placed on each lot that it shall be a distance of at least 20 feet from the next manufactured home in such court in any direction.
- (2) No manufactured home lot shall be located within 50 feet of any public highway or street lines or within 25 feet of any adjacent property line;
- (3) An adequate supply of pure water for drinking and domestic purposes shall be supplied to all buildings and manufactured home lots within the courts to meet the requirements of the court.
- (4) Each manufactured home lot shall be provided with proper water connections.
- (5) Each manufactured home lot shall be provided with a sewer line according to the standards and specifications of the Village Department of Public Works, which shall be connected to receive the waste from the shower, bathtub, flush toilet, lavatory and kitchen sink the manufactured home harbored in such lot and having any and all of such facilities.
- (6) Sewer connections in unoccupied lots shall be so closed that they will not emit any odors or cause a breeding place for insects.
- (7) Garbage cans with tight-fitting covers shall be provided in quantities adequate to permit disposal of all garbage and rubbish.
- (8) Garbage cans shall be located not farther than 200 feet from any manufactured home lot.
- (9) Each manufactured home community shall provide weatherproof electric service connections and outlets for each lot, all such connections and outlets to be of a type approved by an appropriate electrical inspection agency.

D. Occupancy records. The owner or operator of each manufactured home community shall keep a record, in writing, of all persons occupying or using the facilities of such manufactured home community, which record shall include the following:

- (1) The name and address of the occupant of each manufactured home; and
- (2) The name and address of the owner of each manufactured home which is not occupied by the owner.

E. None of the provisions of this section shall be applicable to a temporary office located on the site of a construction project, survey project or other similar work project and used solely as a field office or work or tool house in connection with such project, provided that such manufactured home is removed from said site within 30 days after the completion of construction.

SECTION 23: SOLAR ELECTRIC SYSTEMS

Section 106-103 of Article XIV of the Development Code entitled "Solar electric systems" is hereby amended by revising Paragraph (3) of Subsection A to read as follows:

A. General regulations.

(3) Permits required. Prior to installation of a solar electric system an administrative approval and a building permit are required. A New York State Unified Solar Permit application may be submitted in-lieu of an administrative permit application and building permit application for roof-mounted solar electric systems. The application for an administrative permit for a Ground-mounted or freestanding solar electric system must be accompanied by a site plan that includes the items required in Subsection (4).

SECTION 24: SUBDIVISION OF LAND

Sections 106-121 and 106-122 of Article XVII of the Development Code entitled "Subdivision Regulations" are hereby amended by adding a new Paragraph (c) to Subsection A(3) of Section 106-121, and revising Paragraph (1) of Subsection G and Paragraph (1) of Subsection H of Section 106-122 to read as follows:

§ 106-121 Minor subdivisions.

A. Minor subdivision procedure.

- (3) The submission of a complete minor subdivision application requires the following:
 - (c) One or more of the minor subdivision application requirements may be waived by the Development Board at the written request of the applicant.

§ 106-122 Major subdivisions.

G. Step 2:

(1) Preliminary submittal requirements. The preliminary plat is a formalization of the conceptual design and involves submission of information that shall be completed by a certified professional. One or more of the submittal requirements may be waived by the Development Board at the written request of the applicant. The submission of a complete preliminary plat application requires the following:

H. Step 3:

(1) Final plat submission requirements. The final plat is the concluding step in the major subdivision review process and shall also be completed by a certified professional. One or more of the submittal requirements may be waived by the Development Board at the written request of the applicant. The submission of a complete final plat submission requires the following:

SECTION 25: SUBDIVISION AMENDMENTS

Article XVII of the Development Code entitled "Subdivision Regulations" is hereby amended by the addition of new Section 106-138.1 entitled "Amendments" to read as follows:

106-138.1. Amendments. Any amendment of a minor or major final plat previously approved by the Development Board shall be subject to the same approval procedure as provided by this article.

SECTION 26: SUPERSESION.

Pursuant to New York Municipal Home Rule Law Section 22, this law is intended to supersede any other inconsistent provision of law.

SECTION 27: SEVERABILITY.

If any clause, sentence, paragraph, section, article or part of this Local Law shall be adjudicated in any court of competent jurisdiction to be invalid, such judgement shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such invalidity shall not be deemed to affect the remaining portions thereof.

SECTION 28: EFFECTIVE DATE.

This law shall take effect immediately upon filing with the Secretary of State.

**Village of Saranac Lake - Unified Development Code:
Schedule #1 - Allowed Uses**

[Amended 7-9-2018 by L.L. No. 2-2018; 10-22-2018 by L.L. No. 4-2018; 12-9-2019 by L.L. No. 1-2020; 11-9-2020 by L.L. No. 7-2020; 1-9-2023 by L.L. No. 1-2023; Amended by L.L. No. X-20XX]

Land Use Type:		Districts:																																						
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35				
		District A-1	District A-2	District A-3	District A-4	District A-5	District B-1	District B-2	District B-3	District B-4	District C-1	District C-2	District C-3	District C-4	District D-1	District D-2	District D-3	District E-1	District E-2 ²	District E-3	District F-1	District F-2	District G	District H-1	District H-2	District H-3	District I	District J-1	District J-2	District K-1	District K-2	District K-3	District K-4	District L-1	District L-2	District L-3				
Symbol Legend: P Permitted SP Site Plan Review Required A Administrative Permit Required SUP Special Use Permit Required		Note: Blank cells indicate use is not permitted.																																						
33	Marina, Type I		SP			SP	SP																																	
34	Marina, Type II		SP			SP	SP	SP	SP																															
35	Medical Clinic					A	A	SUP	A									A	SP	A			SP					SUP	SUP					SUP				SUP		
36	Mixed Use					A	A	SUP	A									A	SP	A	SUP		A					SUP	SUP					SUP			SUP	SP		
37	Multi-Use Building					SP		SUP	SP									SP	SP	SP			SUP					SUP									SUP	SP		
38	Office					A	A	SUP	A									A	SP	A			A					SUP	SUP									SP	SP	
39	Outdoor Storage, Type II								SUP								SUP						SUP															SP	SUP	
40	Personal Services					A	A	A	A									A	SP	A			A						SUP									SP	SP	
41	Recreation Facility, Private					SP	SP		SP								SUP	SP	SP	SP			SP					SP											SP	
42	Research and Development Facility					A	A	A	A								SP	A	SP	A			A					SUP	SUP											SP
43	Restaurant					A	A	A	A									A	SP	A			A						SUP										SP	
44	Restaurant, Drive Through								SP														SUP						SUP											
45	Restaurant, Fast Food					A	SP	SP	SP									SP	SP	SP			SP						SUP											SP
46	Retail Sales, Type I					A	A	A	A									A	SP	A			A					SUP	SUP									SP	SP	
47	Retail Sales, Type II					SUP			SUP									SUP	SUP				SUP						SUP										SUP	
48	Retail Sales, Outdoors					SUP	SUP	SUP	SUP								SUP	SUP	SUP				SUP						SUP										SUP	
49	Retail Store, Convenience					SP	SP		SP									SP	SP										SP											SUP
50	Sawmill																											SUP												
51	Self-Service Storage Facility																SUP											SUP												
52	Shopping Center									SP																		SUP											SUP	
53	Tavern					SP	SP	SUP	SP									SP	SP	SP			SUP						SUP										SUP	
54	Tourist Attraction					SP	SUP	SP	SP									SP	SP	SUP			SP						SUP										SUP	
55	Veterinary Clinic/Hospital					SP	SP	SUP	SP									SP	SP				SP						SUP										SP	
Industrial																																								
1	Chemical and Petroleum Storage																																					SUP		
2	Contractor Storage Yard																SUP																					SUP		
3	Heavy Equipment Repair																SUP																					SUP		
4	Industry, Type I																SUP	SUP											SUP										SUP	
5	Industry, Type II																SUP												SUP										SUP	
6	Mining					SP																							SUP										SUP	
7	Transfer Station																												SUP											
8	Warehouse																SUP												SUP										SUP	
Accessory Uses																																								
		For All Districts and Sub-Districts: Allowed accessory uses are those uses that are customarily subordinate and incidental to allowed principal uses.																																						
		¹ First floor residential is prohibited in principal buildings ² Townhouses are prohibited in the E-2 Zoning District																																						

Attachment 2

DEVELOPMENT CODE

106 Attachment 2

Village of Saranac Lake Development Code

Schedule 2 - Dimensional Standards [Amended 10-15-2019 by L.L. No. 4-2019]

District & Sub-District	Minimum Yard Setbacks						Lot Size & Coverage		Building Height
	Principal Buildings			Accessory Structures			Min. Lot Size	Max. Lot Coverage	Max. Building Height
	Front	Rear	Side	Front	Rear	Side			
A									
A-1	25'	15'	15'	NP	8'	8'	5,000	70%	40'
A-2							10,000		
A-3							5,000		
A-4							10,000		
A-5							10,000		
B									
B-1	20'	20'	15'	NP	8'	8'	SPR	70%	40' or SPR
B-2							10,000		
B-3							10,000		
B-4							SPR		
C									
C-1	25'	15'	10'	NP	8'	8'	25,000	70%	40'
C-2							25,000		
C-3							SPR		
C-4							10,000		
D									
D-1	25'	15'	10'	NP	8'	8'	SPR	70%	40'
D-2		20'					10,000		
D-3		15'					SPR		
E									
E-1	0 ¹	0'	0'	NP	8'	8'	SPR	SPR	Min: 24' & 2 stories Max: SPR
E-2	0 ²	0'	0'						
E-3	15'	15' ¹	10' ¹						
F									
F-1	SPR	SPR	10'	NP	8'	8'	SPR	70%	40'
F-2	25'	15'	10'				5,000		
G									
District-Wide	25'	20'	15'	NP	8'	8'	5,000	70%	40' or SPR
H									
H-1	25'	20'	10'	NP	8'	8'	10,000	70%	40'
H-2			15'				25,000		
H-3			25,000						
I									
District-Wide	20' ²	20' ¹	15' ¹	NP	8'	8'	SPR	70%	40'
J									
J-1	25'	20'	10'	NP	8'	8'	10,000	70%	40'
J-2	25'						SPR		

SARANAC LAKE CODE

District & Sub-District	Minimum Yard Setbacks						Lot Size & Coverage		Building Height
	Principal Buildings			Accessory Structures			Min. Lot Size	Max. Lot Coverage	Max. Building Height
	Front	Rear	Side	Front ¹	Rear	Side			
K									
K-1	25'	25'	15'	NP	8'	8'	25,000	70%	40'
K-2			10,000						
K-3			25,000						
K-4			SPR						
L									
L-1	20'	20'	15'	NP	8'	8'	25,000	70%	40'
L-2			10,000						
L-3			0'				5' ³		
PUDD									
Lake Flower	See Attachment 4								

NP — Not Permitted

SPR — To be determined during Site Plan Review

Notes:

The minimum shoreline setback for all structures in all districts is 50 feet unless otherwise noted.

¹ This requirement shall be the same as the existing building (if applicable). If no building is present, then the requirement is as shown.

² This setback is mandatory.

³ Minimum rear yard setback can be reduced to zero feet if the back of the lot abuts a street.

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

BILL #33-2026

SUBJECT: Purchase new fire vehicle

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 2/10/2026

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

**RESOLUTION TO AUTHORIZE TEMPORARY UTILIZATION OF GENERAL FUND
BALANCE (UNRESERVED FUND) AND THE AVAILABLE FIRE VEHICLE CASH
RESERVE ACCOUNT BALANCE TO EXPEDITE THE PURCHASE OF NEW FIRE
VEHICLE, HEAVY RESCUE – 142**

WHEREAS, there is a continual need to replace equipment for the Village of Saranac Lake's Fire Department and the implementation of an Equipment Replacement Plan allows for reliable and cost-effective purchasing of such equipment, and

WHEREAS, the Village Board authorized the establishment of the Fire Department Equipment Replacement Plan on May 13th, 2024 (Bill# 64-2024), and

WHEREAS, the Fire Department Equipment Replacement Plan (Bill# 64-2024) was amended by Bill #148-2024, on October 15th, 2024, and

WHEREAS, the Saranac Lake Fire Department is in need of a new Fire Truck (Heavy Rescue) in order to perform the required services to the Village of Saranac Lake and surrounding Towns, and,

WHEREAS, per the Fire Department Equipment Replacement Plan the tentative purchase year of a new Heavy Rescue is 2027, and

WHEREAS, per the Village's conversations with the fire truck manufacturer, the Village has an opportunity to save up to \$120,000 if the sale is finalized in December 2026 instead, and

WHEREAS, the saving opportunity is triggered by the desire of the manufacturer to sell as many vehicles with currently industry-standard engines as possible until the new model of engine is released in 2027, and

WHEREAS, the existing Fire Vehicle Cash Reserve account will need to borrow up to \$225,000 from the general fund unreserved fund balance (001-0000-0909) in order to afford the expedited sale, and

WHEREAS, the funds will be returned to the general fund unreserved fund (001-0000-0909) in the period of two years by pausing the annual contributions to the Fire Truck Vehicle Reserve account (001-0000-0230-9000) for the same period (two years), and

THEREFORE, BE IT RESOLVED, the Village Board of Trustees approves the utilization of the available FIRE Vehicle Cash Reserve account (001-0000-0230-9000) balance and up to \$225,000 of the general fund unreserved fund for expediting the sale of a new Heavy Rescue fire vehicle.

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

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

BILL #: 29-2026

SUBJECT: Village Sign Frame Policy

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Trustee White

DATE SUBMITTED: 2/5/2026

Resolution adopting policy for use of Village Sign Frames

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

RESOLUTION ADOPTING POLICY FOR USE OF VILLAGE SIGN FRAMES

WHEREAS, the Village of Saranac Lake has installed permanent sign frames on Village-owned properties to support clear, consistent communication with residents and visitors; and

WHEREAS, the Village Board recognizes the importance of ensuring that signage placed in these frames maintains the integrity, safety, aesthetics and public purpose of Village communications; and

WHEREAS, there is a desire to establish the use of these sign frames for official Village purposes or Village-sponsored activities, events, or programs;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby adopts the following policy governing the use of Village sign frames:

1. Authorized Use.

- Village sign frames may be used only for official Village communications, public notices, events, programs, initiatives, or information directly managed, produced, or authorized by the Village of Saranac Lake.
- Sign frames may also be used for Village-sponsored events in which the Village is a formal partner, a financial sponsor, a recognized collaborator, or uses Village resources to assist in event set up.

2. Prohibited Use.

- Village sign frames shall **not** be used for private, commercial, political, religious, or non-Village organizational messaging.

3. Approval & Oversight.

- All content to be displayed in the sign frames shall be reviewed and approved by the Village Manager or their designee to ensure compliance with this policy.
- The Village reserves the right to remove any unauthorized signage immediately.

4. Maintenance & Presentation.

- The Village shall be responsible for maintaining the physical condition of sign frames and ensuring that displayed signage reflects the standards of clarity, consistency, and safety expected for Village communications.

BE IT FURTHER RESOLVED, that this policy shall take effect immediately and shall apply to all existing and future Village sign frames.

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

BILL #34-2026

SUBJECT: Car Show Park Use

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 2/10/2026

Resolution to authorize park use and road closure with permission to sell alcohol for 2026 Cruisin' Car Show

MOVED BY: _____ SECONDED BY: _____ VOTE ON ROLL

CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

RESOLUTION AUTHORIZING PERMISSION TO SERVE ALCOHOL

WHEREAS, Main Street Closure is being requested for the second annual Cruisin' 26 car show event on June 20, 2026, and,

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

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

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

THEREFORE BE IT RESOLVED, the Village Board of Saranac Lake approves the authorization to serve alcohol with a Main Street road closure during the Cruisin 2026 car show event.

Cruisin' 2026 – June 20, 2026

8:30am – 5:00pm (Registration at Main St parking lot starts at 8:30am / breakdown is from 2:30pm – 5:00 pm)

Cruisin' 2026 is a community event featuring classic cars, local vendors, and live music in Downtown Saranac Lake. The event is designed to celebrate car culture while supporting local businesses and creating a vibrant downtown experience for residents and visitors.

Purpose:

- Create an engaging downtown event that brings together car enthusiasts, local businesses, and the community.
- Promote downtown Saranac Lake as a destination for events and gatherings.
- Encourage residents and visitors to explore and support local shops, restaurants, and vendors.

Cruisin' 2026, organized by the Village of Saranac Lake, will have drink vendors, food vendors, and DJ music in front of the Townhall.

The event will take place in the Main St parking lot, on Main St, with area business participation, from Harrietstown townhall to the Broadway/Berkeley Green intersection.

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

The event will proceed regardless of weather conditions.

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

BILL #35-2026

SUBJECT: Inter-fund Budget Transfers

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 2/10/2026

Resolution authorizing the transfer of funds and inter-fund budget transfers

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

**RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM GENERAL, WATER,
AND SEWER CONTINGENCY ACCOUNTS AND AN AUTHORIZING INTER-FUND BUDGET
TRANSFER TO A GENERAL FUND**

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, these required adjustments may be satisfied through contingency appropriations but also through budget transfers within the same fund, moving available appropriations from one account to another where surplus funds exist, 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 \$10,828.38 from General Fund Contingency and is also authorized to make the necessary inter-fund budget transfer within the General Fund as itemized in the attached adjustment schedule.

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
GENERAL FUND			
001-3120-0400-0000	POLICE SERVICES	\$5,407.38	CONTINGENCY
001-3620-0102-0000	PAYROLL O/T 2ND QTR	\$30.28	PAYROLL O/T 1ST QTR
001-5142-0102-0000	SNOW REMVL O/T 2ND QTR	\$25.00	CONTINGENCY
001-6410-0400-0000	PUBLICITY SERVICES	\$5,396.00	CONTINGENCY

SUMMARY				
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GENERAL				
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AMOUNT	FROM ACCOUNT	DESCRIPTION	TO ACCOUNT	DESCRIPTION
\$30.28	001-3620-0101-0000	PAYROLL O/T 1ST QTR	001-3620-0102-0000	PAYROLL O/T 2ND QTR
\$10,828.38	001-1990-0400-0000	GENERAL CONTINGENCY		<i>REFER TO ABOVE INFORMATION</i>

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

BILL #36-2026

SUBJECT: Winter Water Usage Credit

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 2/10/2026

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

**RESOLUTION AUTHORIZING TEMPORARY WINTER WATER USAGE
ADJUSTMENT FOR APRIL 2026 WATER/SEWER BILLINGS**

WHEREAS, due to recent weather conditions and deep frost ground conditions, the Village of Saranac Lake has issued a Winter Water Advisory requesting that residents allow water to run at a small trickle in order to prevent service lines from freezing, and,

WHEREAS, the Winter Water Advisory is anticipated to remain in effect through the month of February, and may be extended beyond February if weather conditions require, and,

WHEREAS, the Village recognizes that compliance with this advisory may result in increased water usage for affected residents during the current quarterly billing period, and,

WHEREAS, the Village wishes to provide temporary relief to residents by allowing a limited adjustment to water usage charges above the minimum usage requirement during this advisory period.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Saranac Lake Board of Trustees hereby authorizes a temporary winter water usage adjustment for the next quarterly water and sewer billing period, during which the Village will forgive up to five thousand (5,000) gallons of water usage per meter above the minimum usage requirement.

BE IT FURTHER RESOLVED, that this adjustment shall apply for the duration of the advisory through the month of February 2026, unless extended by further action.

BE IT FURTHER RESOLVED, that the Village Treasurer and Department of Public Works are authorized to implement this billing adjustment and take any administrative action necessary to carry out the intent of this resolution.

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

BILL #37-2026

SUBJECT:

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 2/17/2026

Resolution authorizing a budget transfer for purchase of Police Department Overhead Door

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

**RESOLUTION AUTHORIZING A BUDGET TRANSFER WITHIN THE POLICE
DEPARTMENT BUDGET**

WHEREAS, the Police Department has identified the need to automate the bay overhead doors at the Armory facility, and

WHEREAS, during the current fiscal year, the Armory did not bill the Police Department for utility expenses, and

WHEREAS, funds are available within the Police Department Electricity line item due to these unexpended utility costs, and

WHEREAS, it is necessary to transfer funds to the Building Maintenance line item to cover the cost associated with automating the bay overhead door.

THEREFORE BE IT RESOLVED, \$2,000.00 is hereby transferred from 001-3120-0403-0000 (Police Department Electricity) to 001-3120-0407-0000 (Police Department Building Maintenance) to fund the automation of the bay overhead doors at the Armory facility.

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

BILL #38-2026

SUBJECT:

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 2/17/2026

Resolution authorizing a budget transfer within Police Department budget for a surface mount water station

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

**RESOLUTION AUTHORIZING A BUDGET TRANSFER WITHIN THE POLICE
DEPARTMENT BUDGET**

WHEREAS, the Police Department has identified the need to install surface mount water bottle filling station, and

WHEREAS, funds are available within the Police Department Equipment line item due, and

WHEREAS, it is necessary to transfer funds to the Building Maintenance line item to cover the cost associated with the installation of surface mount water bottle filling station, and

THEREFORE BE IT RESOLVED, \$1,100.00 is hereby transferred from 001-3120-0200-0000 (Police Department Equipment) to 001-3120-0407-0000 (Police Department Building Maintenance) to fund the installation of a surface mount water bottle filling station.

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

BILL #39-2026

SUBJECT: Limiting Law Enforcement

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Trustee Scollin

DATE SUBMITTED: 2/16/2026

**RESOLUTION LIMITING LOCAL LAW ENFORCEMENT COOPERATION
WITH FEDERAL IMMIGRATION ENFORCEMENT**

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____



**RESOLUTION LIMITING LOCAL LAW ENFORCEMENT
COOPERATION WITH FEDERAL IMMIGRATION
ENFORCEMENT**

WHEREAS, the Village of Saranac Lake is committed to ensuring public safety, fairness, and equal protection under the law for all residents, regardless of national origin or immigration status; and

WHEREAS, federal immigration enforcement is the responsibility of the United States government and not a duty of state or local law enforcement agencies; and

WHEREAS, under the U.S. Constitution and New York law, state and local law enforcement officers generally do not have authority to enforce federal civil immigration law absent specific federal delegation; and

WHEREAS, local involvement in immigration enforcement may undermine community trust and public safety; and

WHEREAS, current New York policies and proposed state legislation reflect the principle that local police should not be deputized to enforce federal civil immigration law (such as through 287(g) agreements), nor should local resources be used for such purposes; and

WHEREAS, local law enforcement serves best when it focuses on criminal law enforcement and community policing, rather than civil immigration enforcement;

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

Section 1 - Definitions

For the purposes of this resolution:



- a) “Civil immigration enforcement” means activities to investigate, detain, or remove persons for violations of federal civil immigration law, including, but not limited to, administrative warrants, detainers, removal proceedings, or civil arrests not based on criminal offense;
- b) “Federal immigration authorities” means U.S. Immigration and Customs Enforcement (ICE) and any successor or related federal agencies.

Section 2 – Prohibition on Local Civil Immigration Enforcement

No officer, employee, or agent of the Village of Saranac Lake or the Saranac Lake Police Department shall engage in civil immigration enforcement activities on behalf of federal authorities or investigate, question, detain, arrest, or otherwise act with the primary purpose of enforcing federal civil immigration laws. Local law enforcement officers shall not exercise federal immigration authority absent express federal delegation and legal authority.

Section 3 – 287(g) and Similar Agreements

The Village of Saranac Lake shall not enter into or renew agreements under Section 287(g) of the Immigration and Nationality Act or similar arrangements that authorize local law enforcement to act as federal immigration officers. Any such existing agreements shall be reviewed and, consistent with state law, discontinued.

Section 4 – Detainers and Requests for Extended Custody

No local law enforcement agency under the jurisdiction of this municipality shall honor immigration detainers, administrative warrants, requests for notification, or requests to detain individuals beyond their release date solely on the basis of civil immigration enforcement, except when accompanied by a valid judicial warrant or court order supported by probable cause, as required by law. Nothing in this section shall prohibit honoring a judicial warrant signed by a judge.

Section 5 – Information Sharing and Status Inquiries

- a) Except as required by law, no officer or employee shall inquire about or collect information on an individual’s immigration status for the purpose of



civil immigration enforcement;

- b) Local law enforcement shall comply with any applicable state policies (such as prohibitions on sharing DMV or other personal information for immigration enforcement purposes).

Section 6 – Use of Resources

Local personnel, facilities, funds, equipment, and/or data shall not be used to assist federal immigration enforcement operations, including the transport of individuals for purposes of civil immigration proceedings, unless required by valid judicial process or federal or state law.

Section 7 – Exceptions for Criminal Law Enforcement

Nothing in this resolution shall:

- a) Prohibit cooperation with federal authorities in bona fide criminal investigations or prosecutions unrelated to civil immigration enforcement; or
- b) Prevent compliance with any federal or state law, valid subpoena, or judicial warrant; or
- c) Limit routine sharing of information to the extent required by law.

Section 8 – Implementation and Training

The Chief of Police of the Saranac Lake Police Department shall develop and implement training and written policies to ensure compliance with this resolution and applicable New York State and federal law.

Section 9 – Severability

If any provision of this resolution is held invalid, such invalidity shall not affect the other provisions.

Section 10 – Effective Date



This resolution shall take effect immediately upon adoption.

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

BILL #40-2026

SUBJECT: Intent to acquire armory

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Mayor Williams

DATE SUBMITTED: 2/19/2026

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

RESOLUTION EXPRESSING THE VILLAGE OF SARANAC LAKE'S INTEREST IN
POSSIBLE ACQUISITION OF THE SARANAC LAKE ARMORY

WHEREAS, the Village Board of Trustees would like to formally express appreciation to the New York State Department of Military and Naval Affairs and their continued cooperation while allowing the Village to occupy the Saranac Lake Armory, and,

WHEREAS, the Village of Saranac lake would like to declare that when the Department of Military and Naval Affairs has no further use of the Saranac Lake Armory, the Village of Saranac Lake wishes to acquire that facility and land for public use by this community.

WHEREAS, being that the Village has been granted a license to house the Saranac Lake Police Department and is already occupying allocated space in the Armory, we feel it would be advantageous to both the village and the state to continue our use of the facility once the state has no further need for that facility.

WHEREAS, we would support in any way possible the required Amendment to the New York State Constitution that would allow a transfer of ownership from the State of NY to the Village of Saranac Lake.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees officially declares its interest in the possible acquisition of the Saranac Lake Armory.

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

BILL #41-2026

SUBJECT: Budget Adjustments for Admin Licensing

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 2/19/2026

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

**RESOLUTION COMPENSATING DPW SUPERINTENDENT AND CHIEF
WATER/WASTEWATER PLANT OPERATOR FOR LICENSING**

WHEREAS, the Village of Saranac Lake is committed to maintaining competitive salary and benefit packages for its employees, and,

WHEREAS, the Village of Saranac Lake recognizes the meritorious work, commitment, and experience that Dustin Martin and Dave Lewis bring to their respective positions, and

WHEREAS, licensing compensation for administrative employees shall mirror that of the union contract licensing fees, and

WHEREAS, Dustin Martin, DPW Superintendent, and Dave Lewis, Chief Water/Wastewater Plant Operator, hold professional licenses required for the performance of their duties, and,

WHEREAS, the compensation authorized herein was not specifically included in the current adopted budget and therefore requires a budget adjustment.

THEREFORE BE IT RESOLVED, that authorization is given to compensate Dustin Martin, DPW Superintendent, in the amount of \$3,120.00 and Dave Lewis, Chief Water/Wastewater Plant Operator, in the amount of \$2,600.00 for required professional licensing in an amount consistent with the union contract licensing fees effective February 9, 2026.

BE IT FURTHER RESOLVED, that the Village Board hereby authorizes the appropriate budget amendment and directs the Treasurer to make the necessary budget adjustment and transfers to complete this compensation.

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

BILL #42-2026

SUBJECT: Subaward Agreement

FOR AGENDA: 2/23/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 2/19/2026

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

3. The EPA Award Date is **9/13/23**.
4. The Subaward Period of Performance Start Date is the date of execution of this Agreement and the End Date is **6/30/2028**.
5. The amount of EPA Funds obligated to NEIWPC under the award is **\$12,652,346**.
6. The total amount of EPA Funds obligated to the Subrecipient under this subaward is **\$32,016**.
7. The parties acknowledge EPA is the Federal awarding agency, and NEIWPC is the pass-through entity, as defined in 2 CFR 200.1, for purposes of this Subaward. The contact information for NEIWPC's awarding official for this Subaward is as follows:

Susan J. Sullivan, Executive Director
New England Interstate Water Pollution Control Commission
650 Suffolk Street, Suite 410
Lowell, MA 01854
P: 978-323-7929
ssullivan@neiwpc.org
8. The Assistance Program (CFDA) Number for this Subaward is **66.481**.
9. The Assistance Program Title for this Subaward is Lake Champlain Basin Program.
10. The Subrecipient's Indirect Cost Rate for the Federal award is **0%**. For each Fiscal Year, the Subrecipient negotiates a fixed carry-forward indirect cost rate with its cognizant agency. The Subrecipient must bill and report indirect costs based on the fixed carry-forward rate in the Negotiated Indirect Cost Rate Agreement in effect at the time of expense.

B. "Flow down" requirements.¹

1. The Subrecipient agrees to comply with all flow-down requirements imposed on NEIWPC under the EPA award to ensure that the EPA award is used in accordance with all applicable Federal statutes, regulations, and the terms of the EPA award. These requirements include, among others:
 - (a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

¹ "Flow down" requirements include those statutory, regulatory, and Executive Order requirements that NEIWPC, as a "pass-through entity" that makes subawards, is required to identify as potentially applying to subrecipients on EPA funded projects under 2 CFR 200.332(a)(2).

- (b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Terms and Conditions of the NEIWPCC's agreement with EPA, captioned "Reporting Subawards and Executive Compensation."
- (c) Limitations on individual consultant fees, as set forth in the General Procurement Standards at 2 CFR 1500.10 and the General Terms and Conditions of NEIWPCC's agreement with EPA, captioned "Consultant Fee Cap."
- (d) EPA's prohibition on paying management fees as set forth in the General Terms and Conditions of NEIWPCC's agreement with EPA, captioned "Management Fees."
- (e) The Procurement Standards in 2 CFR Part 200, including those requiring competition when the Subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322.
- (f) Pursuant to Executive Order 13798, entitled "Promoting Free Speech and Religious Liberty," public recipients of federal funds are prohibited from conditioning subawards in a manner that would disadvantage applicants based on their religious character.

2. Other federal requirements that may apply to this subaward include the following:

- a. EPA's [2024 General Terms and Conditions](#);
- b. EPA's [Cybersecurity Condition](#);
- c. EPA's [Program Specific Terms and Conditions](#);
- d. EPA's Public Awareness Terms and Conditions, including:
 - i. EPA's [Signage Required Term and Condition](#);
 - ii. EPA's [EPA Logo and Seal Specifications for Signage](#); and
 - iii. EPA's [Clean Water Act Section 319 Public Awareness term and condition effective October 1, 2014](#);
- e. [EPA Office of Research and Development Research Terms and Conditions effective December 15, 2021, or later; and](#)
- f. The applicable requirements in the EPA document entitled, "Information on Requirements that Pass-Through Entities must 'Flow Down' to Subrecipients," revised March 2023, available at this link:
https://www.epa.gov/sites/default/files/2020-11/documents/epa_subaward_cross_cutter_requirements.pdf.

3. Federal Award Conditions. The Subrecipient agrees to comply with the applicable conditions of the Federal award.

Section III. AGREEMENT

1. Scope of Work. The Subrecipient agrees to conduct work on the project in accordance with the Scope of Work, reporting schedule, and budget attached hereto as APPENDIX III and incorporated herein by reference.

2. NEIWPCC Standard Clauses. The Subrecipient agrees to comply with the NEIWPCC Standard Clauses attached hereto as APPENDIX I and incorporated herein by reference.

3. NEIWPCC Project Contact(s). The following NEIWPCC staff will provide the Subrecipient technical and administrative oversight of the work performed under this Agreement. The Subrecipient agrees to submit all deliverables and invoices required by this Agreement to the following NEIWPCC Project Contact(s):

Sonya Vogel
LCBP
54 West Shore Road
Grand Isle, VT 0548
Tel: (802) 372-3213
Email: svogel@lcbp.org

Sarita Croce
NEIWPCC
650 Suffolk Street, Suite 410
Lowell, MA 01854
Tel: (978) 349-2505
Email: scroce@neiwpcc.org

4. Insurance. Prior to the start of work, the Subrecipient agrees to procure, at its sole cost and expense, and always maintain in force during the term of this Agreement, policies of insurance as set forth in APPENDIX II hereto and incorporated herein by reference, written by companies authorized to issue insurance in the state where the work under this Agreement will be performed (Admitted Carriers). NEIWPCC, at its sole discretion, may accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed surplus lines affidavit; provided that nothing herein shall be construed to require NEIWPCC to accept insurance placed with a non-authorized carrier under any circumstances. Upon award, the Subrecipient agrees to deliver to NEIWPCC evidence of such policies (i.e., a Certificate or Certificates of Insurance). In the event there is a claim asserted that is covered by insurance and upon request of NEIWPCC, the Subrecipient agrees to make available for inspection to NEIWPCC, at NEIWPCC headquarters during reasonable business hours, any applicable policy required by this Agreement. Throughout the duration of this Agreement, the Subrecipient agrees to notify NEIWPCC of any material changes to the policy or any cancellations prior to the expiration date. The Subrecipient agrees that any failure to comply with the requirements herein is cause for cancellation or termination of this Agreement. NEIWPCC reserves the right to withhold payments due under this Agreement for any such noncompliance.

5. Matching Funds. The Subrecipient agrees to provide an anticipated amount of **\$14,104** in non-federal matching funds or in-kind services and resources. The Subrecipient further agrees to meet the federal requirements for matching funds, including ensuring that non-federal funds are expended concurrently with the expenditure of the funds from the Federal award and within the

approved project period. The Subrecipient agrees to document the use of the matching funds on a form provided by NEIWPC and to submit the form to NEIWPC for approval with the Final Invoice (*i.e.*, the closing bill). The Subrecipient agrees to maintain records in accordance with applicable federal requirements, including documentation of how the value placed of any in-kind contributions was derived. The Subrecipient agrees to resolve all disputes with EPA regarding the qualification of any matching funds.

6. Duration of the Agreement. The Subrecipient agrees to not commence work prior to the date this Agreement is executed and to complete all work required by this Agreement by **6/30/2028**.

7. Compensation to the Subrecipient.

- (a) NEIWPC's obligation under this Agreement is for a total amount not to exceed **\$32,016** for the duration of this Agreement (the "Contract Price"). NEIWPC's payment is contingent upon NEIWPC's receipt of funding under the Federal award.
- (b) NEIWPC's payments for work performed under this Agreement will be based on NEIWPC's approval of the Subrecipient's invoices, receipt of the Subrecipient's Form W-9, and receipt of a current insurance certificate as required by this Agreement. The Subrecipient agrees that the tasks will be completed before payment is sought, and that partial payment for individual tasks is not permissible under this Agreement.
- (c) For any supplies or professional services purchased in connection with the execution of relevant tasks outlined in the workplan, Subrecipient shall provide detailed receipts or proof of purchase for each transaction when submitting invoices for each completed task. All receipts must be submitted to NEIWPC along with the invoice for the completed task.
- (d) The Subrecipient agrees to submit its invoices to the designated NEIWPC Project Contact(s) for approval in accordance with the Payment Schedule. Invoiced expenditures must agree with the approved Task Budget. Invoices must include the following: (i) the Subrecipient's name and address; (ii) the invoice date; (iii) the Agreement Project Code number, if any; (iv) the time period for the work covered by the invoice; (v) a description of the work performed; (vi) the applicable shipping and payment terms; (vii) the address where payment is to be sent; (viii) the person to be notified if the invoice contains a defect; (ix) itemized documentation of the costs associated with the work performed; (x) except with respect to the Final Invoice, a brief written progress report; and (xi) any data or other documentation NEIWPC reasonably requests.

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, requests for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this invoice, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set

forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

- (e) The parties agree to the following Payment Schedule:

<u>Amount</u>	<u>Task #</u>	<u>Task Description</u>
\$ 32,016	1	Gear library setup, Approved Quarterly Reports and Approved Final Report
\$ 32,016		Total

The Subrecipient agrees to submit the Final Invoice by **8/31/2028** to NEIWPC’s Project Contact for review.

The Subrecipient agrees to submit all invoices in accordance with the Payment Schedule and consistent with the Task Budget following completion of the enumerated tasks in accordance with the description in the Scope of Work. The Subrecipient acknowledges that NEIWPC has no obligation to process invoices requesting partial payment for any one or more of the enumerated tasks.

The Subrecipient agrees to invoice all completed tasks, if any, not yet billed, by September 30th of each year within the project period no later than October 31st of the same year.

- (f) The Subrecipient acknowledges that the Final Invoice must include all outstanding charges due for work on the project. NEIWPC reserves the right to deny payment for any work on the project not captured by the approved Final Invoice.
- (g) The Subrecipient agrees that the Contract Price constitutes the total compensation payable by NEIWPC to Subrecipient for the work required by this Agreement. The Subrecipient agrees to perform the work as set forth in the Scope of Work without any change in the Contract Price. The Subrecipient acknowledges that any charges incurred exceeding the Contract Price will not be subject to reimbursement under this Agreement.
- (h) The Subrecipient acknowledges that the Contract Price includes all applicable Federal, State, and local taxes, fees, and duties.
- (i) NEIWPC agrees to pay all approved invoices within forty-five (45) days of receipt, provided that the invoice is approved by the NEIWPC Project Contact(s) and accompanied by the corresponding Quarterly Report or the approved Final Report, as applicable. NEIWPC may refuse to approve any part of an invoice if:

- i. the work performed is defective or otherwise fails to meet the requirements of this Agreement;
 - ii. the work performed is subject to any pending claim or the imminent filing of such a claim is reasonably certain; or
 - iii. the invoice is otherwise inconsistent with the terms and conditions of this Agreement.
- (j) Payment will be based on receipt of a proper invoice and satisfactory contract performance.

8. Quarterly and Final Reports. The Subrecipient agrees to prepare the following written or electronic reports for submittal to the NEIWPC Project Contact(s):

- (a) The Subrecipient agrees to submit one- to two-page Quarterly Reports by the 10th day after the end of each calendar quarter (i.e., by April 10 for January-March, by July 10 for April-June, by October 10 for July-September, and by January 10 for October-December). The Subrecipient agrees to describe in each Quarterly Report the progress of work through the quarter, the outputs completed, the problems encountered and anticipated, including the resolution of such problems identified, a summary of the activity planned during the next quarter, and a comparison of the percentage of the project completed with the project schedule. NEIWPC's payment of the Subrecipient's invoices for work performed is contingent upon NEIWPC's timely receipt and approval of Quarterly Reports.
- (b) The Subrecipient agrees to submit to the NEIWPC Project Contact(s) a draft Final Report that complies with the Scope of Work, and the terms and conditions of this Agreement, for approval no later than **11/15/2026**. The Subrecipient agrees to complete all tasks described in the Scope of Work prior to submittal of the draft Final Report.
- (c) The Final Report should include an executive summary suitable for a broad audience, describing the project, its results, and its measurable impacts over the project period, including development of tools and resources, data collected and how to access it, and any communication materials developed for the project. The Final Report should document project activities over the entire project period and should include information summarized from Quarterly Reports.
- (d) NEIWPC agrees to promptly notify the Subrecipient of any deficiencies identified on review of the draft Final Report and of any revisions necessary.
- (e) The Subrecipient agrees to submit the Final Report and the Final Invoice for payment upon the NEIWPC Project Contact's or Contacts' approval of the Subrecipient's draft Final Report. The Final Invoice must include all non-federal match accounting and be clearly marked "Final." NEIWPC's payment of the Subrecipient's Final Invoice for work performed is contingent upon NEIWPC's timely receipt and approval of the Final Report. NEIWPC reserves the right to deny payment of a late Final Invoice.

9. Notifications. Unless otherwise expressly provided in this Agreement, any notice from one party to the other required or permitted to be given hereunder shall be in writing when delivered to the address, by e-mail, or by certified mail, return receipt requested, to the following addresses:

If to the Subrecipient:

VILLAGE OF SARANAC LAKE
Bachana Tsiklauri
Village Manager
39 Main Street, Saranac Lake, NY 12983
E-mail Address: bootheriverpark@gmail.com; comdev@saranalakeny.gov

If to NEIWPCC:

NEIWPCC
650 Suffolk Street, Suite 410
Lowell, MA 01854
Attention: Susan Sullivan, Executive Director
E-mail Address: ssullivan@neiwpc.org

At any time, either party may designate a new recipient or address for the receipt of notices by providing written notice of such new recipient or address to the other party as provided herein.

10. The parties agree the parties may electronically sign this Agreement, and such electronic signatures will not be denied legal effect or enforceability solely because it is in electronic form. An electronic signature can take the form of either (a) a scan of the party's handwritten signature; (b) an electronic signature made by means of a stylus, an electronic pen, a computer mouse, a touch screen, or other similar method; (c) an electronically inserted image intended to substitute for a signature; or (d) a "/s/ name of signatory" block.

IN WITNESS WHEREOF, the undersigned, having read this Agreement in its entirety, including all appendices hereto, if any, do hereby agree and certify as to having authorization to contract on behalf of the party represented.

FOR NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION

Susan J. Sullivan,
Executive Director

Date:

FOR VILLAGE OF SARANAC LAKE

By signing this Agreement, I certify to the best of my knowledge and belief that the Agreement is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Bachana Tsiklauri,
Village Manager

Date:

APPENDIX I

NEIWPCC Standard Clauses

A. Work Outside the Scope of the

Agreement. The Subrecipient agrees to not perform work outside the scope of the Agreement, unless such work is authorized by a properly executed, amendment to the Agreement. The Subrecipient acknowledges that NEIWPCC cannot authorize payment for work that is not authorized by this Agreement or any amendment thereto.

B. Notice of Circumstances Expected to Adversely Affect the Subrecipient's

Performance. The Subrecipient agrees to immediately notify NEIWPCC upon learning of any circumstances that can reasonably be expected to adversely affect the Subrecipient's delivery of services under this Agreement. If such notification is provided verbally, the Subrecipient agrees to follow the initial verbal notice with a written notice to NEIWPCC within three business days, including a description of the circumstances and the actions the Subrecipient is taking to address the matter.

C. Warrantees and guarantees.

i. **Agreement Deliverables.** The Subrecipient warrants and represents that the work required by this Agreement will be performed in accordance with all terms and conditions contained in this Agreement.

ii. **Compliance with Laws.** The Subrecipient warrants and represents that, throughout the term of the Agreement, in the

performance of its obligations under the Agreement, it will: (i) comply with all applicable laws, ordinances, rules and regulations of any governmental entity; (ii) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls, and fees; and (iii) give all notices required by any laws, ordinances, rules, and regulations of any governmental entity.

iii. **Workmanship Warranty.** The Subrecipient warrants and represents that all services and deliverables will meet the completion criteria set forth in the Agreement and that services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards.

iv. **Personnel Eligible for Employment.** The Subrecipient warrants and represents that all personnel performing work under this Agreement are qualified to provide such services and eligible for employment in the United States. The Subrecipient agrees to provide such proof of compliance as is required by NEIWPCC.

v. **Survival of Warranties.** All warranties contained in the Agreement will survive termination of the Agreement.

D. Indemnification, Limitation on Liability.

i. **Indemnification.** To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless NEIWPCCC, and its commissioners, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Subrecipient or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of the Subrecipient to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be

indemnified by Subrecipient from and against all Claims. It is agreed that Subrecipient will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Subrecipient agrees to waive all rights of subrogation against NEIWPCCC, and its commissioners, agents, and employees for losses arising from the work performed by the Subrecipient for NEIWPCCC. This section is not subject to the limitation of liability provisions of the Agreement.

ii. **Indemnification for Intellectual Property Infringement.** To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless NEIWPCCC, and its commissioners, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret, or other third-party proprietary right in relation to the services, products, documentation, or deliverables furnished or utilized by the Subrecipient under this Agreement. It is the specific

intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Subrecipient from and against all Claims. It is agreed that Subrecipient will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Subrecipient agrees to waive all rights of subrogation against NEIWPC, and its commissioners, agents, and employees for losses arising from the work performed by the Subrecipient for NEIWPC. This section is not subject to the limitation of liability provisions of the Agreement.

E. Consent to Post. The Subrecipient consents to the posting of the Subrecipient's project reports and submittals on NEIWPC's website and the funding source's website. Notwithstanding the foregoing, if the Subrecipient claims that any such documents contain confidential information or trade secrets that is protected from disclosure, then the Subrecipient may notify NEIWPC and the project funding source of such claim at the time of submittal of such, and clearly mark each such document or the pertinent portion thereof as "PROTECTED FROM DISCLOSURE," and include in its notice of claim the legal citation to the statutory and/or regulatory sources which provide the legal basis requiring NEIWPC and the project funding source to provide such protection.

F. Suspension or Cancellation of Awards.

With 30 days' notice, NEIWPC may discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to NEIWPC on a timely basis, (b) the reports do not comply with the terms of this Agreement or fail to contain adequate information to allow NEIWPC to determine if the funds have been used for their intended purposes, (c) subaward funds have not been used for their intended purposes or have been used inconsistently with the terms of this Agreement, (d) NEIWPC is not satisfied with the progress of the activities funded by this subaward, (e) the purposes for which the subaward was made cannot be accomplished, or (f) making any payment might, in the judgment of NEIWPC, violate the terms of NEIWPC's cooperative agreement with EPA, or expose NEIWPC to liability. NEIWPC will provide notice of any determinations made under this paragraph. In the event NEIWPC takes action permitted by this paragraph solely based on (d) and (e), and Subrecipient provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the Agreement and the approved budget, NEIWPC will consider in good faith permitting subaward funds to be used to pay such obligations.

G. Termination.

- i. **For Convenience.** By written notice, this Agreement may be terminated, at any time, by NEIWPC for convenience upon 30 days' written notice, without penalty or other early termination

charges due. If the Agreement is terminated pursuant to this paragraph, NEIWPCC shall remain liable for all accrued but unpaid charges incurred through the date of the termination.

- ii. **For Cause** For a material breach that remains uncured, as solely determined by NEIWPCC, for more than 15 days from the date of written notice to the Subrecipient, the Agreement may be terminated by NEIWPCC, at the Subrecipient's expense, where the Subrecipient becomes unable or incapable of performing or meeting any requirements or qualifications set forth in the Agreement, or for non-performance, or upon a determination that the Subrecipient is non-responsible or for any of the other reasons stated in this paragraph. Such termination shall be upon written notice to the Subrecipient. In such event, NEIWPCC may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

H. Default.

- i. If either party breaches a material provision of this Agreement, which breach remains uncured for a period of 15 days after written notice thereof from the other party specifying the breach (or if such breach cannot be completely cured within the 15-day period, such longer period of time approved by the non-breaching party, provided that the breaching party proceeds

with reasonable diligence to completely cure the breach), or if the Subrecipient shall cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, then and in any such event, the other party may, at its option, terminate this Agreement upon 10 days' written notice and exercise such other remedies as shall be available under this Agreement, at law and/or equity.

- ii. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by the other under this Agreement shall impair any such right, power, or remedy or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.
- iii. If, due to default that remains uncured for the period provided herein, a third party shall commence to perform the Subrecipient's obligations under this Agreement, NEIWPCC shall thereafter be released from all

obligations to the Subrecipient hereunder, including any obligation to make payment to the Subrecipient; provided, however, that NEIWPCC shall continue to be obliged to pay for any and all work provided prior to any such date, and if any lump-sum payment has been made, NEIWPCC shall be entitled to a pro-rata refund of such payment.

H. Nondisclosure. The Subrecipient is prohibited from releasing any project work products to the public, including draft and/or final Quarterly or Final Reports, data, maps, and charts, without NEIWPCC's prior written consent, except to the extent disclosure is required by federal or state law, regulation, or a court order.

I. Press Releases. The Subrecipient agrees that no brochure, news/media/press release, public announcement, memorandum, or other information of any kind regarding the Agreement shall be disseminated in any way to the public, nor shall any presentation be given regarding the Agreement without the prior written approval of NEIWPCC, which written approval shall not be unreasonably withheld or delayed provided, however, that the Subrecipient shall be authorized to provide copies of the Agreement and answer any questions relating thereto to any state or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

J. Subcontracting. Neither the whole nor any part of this Agreement may be further subcontracted by Subrecipient without the prior written consent of NEIWPCC.

K. Independent Contractor Acknowledgement. The Subrecipient

acknowledges and agrees that the Subrecipient is an independent contractor and is not an agent, servant, or employee of NEIWPCC. The Subrecipient declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

L. Indirect Cost Rates. For Subrecipients *with* a current Negotiated Indirect Cost Rate Agreement (NICRA) on file with a federal agency, budgets and amended budgets must maintain consistency with the NICRA and the requirements of the Request for Proposals (RFP). For Subrecipients *without* a current NICRA, budgets and amended budgets must maintain consistency with the requirements of the RFP and may not exceed 10% of Modified Total Direct Costs (MTDC). As provided in 2 CFR § 200.308, if there is a change in key personnel specified in the Scope of Work, or the Subrecipient's project director is absent for more than three months or reduces time devoted to the project by 25 percent or more, the Subrecipient must request prior written approval from NEIWPCC for those changes.

M. Quality Assurance Project Plan (QAPP) Compliance. In accordance with 2 CFR § 1500.11, the Subrecipient is responsible for developing and implementing quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. If a QAPP is required, the

Subrecipient must submit the QAPP to NEIWPC at least 60 days prior to the initiation of data collection or data compilation. The QAPP must be completed and approved by NEIWPC and EPA prior to direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology. The Subrecipient is responsible for identifying funded activities that fall under QAPP requirements and informing NEIWPC of these activities. The Subrecipient may not commence work covered by the QAPP, and NEIWPC may not reimburse the Subrecipient for such work, prior to QAPP approval by EPA. NEIWPC may reimburse the Subrecipient for non-covered expenses, including costs to develop the QAPP itself, prior to approval.

N. Water Quality Data. The Subrecipient agrees to ensure that all water quality data that is generated in accordance with an EPA approved Quality Assurance Project Plan is transmitted into EPA's Water Quality Exchange (WQX).

O. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof. With respect to the Parties, this Agreement supersedes all inconsistent prior agreements with respect to the subject matter hereof, whether written or oral.

P. Modification. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties. This Agreement may not be modified or amended orally.

Q. Counterparts Clause. This Agreement may be executed in

counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

R. Assurances. By signing this Agreement, the Subrecipient certifies that:

- i. It is not delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, "Managing Federal Credit Programs."
- ii. It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (34 CFR 85.510).
- iii. It has not, within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- iv. No personnel working on this project are presently indicted for, or otherwise criminally or civilly charged by a government entity.

- v. It is complying with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F).
- vi. It is in complying with Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- vii. It is in complying with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding restrictions on lobbying.
- viii. Funds expended under this award will comply with the applicable Federal cost principles.
- ix. It will comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- x. It does not have any known conflicts of interest pertaining to work on this project.

S. Choice of Law. The Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except that any provision in this Agreement that refers to any federal law or agency rule or regulation shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies and quasi-judicial agencies of the federal government.

T. NEIWPCC Covid-19 Policy. The Subrecipient agrees to comply with the following NEIWPCC Covid-19 Policy:

OFFICE VISITORS

NEIWPCC is committed to providing a working environment that keeps all staff and visitors as safe as possible and promotes the well-being of our community. NEIWPCC encourages attendees to take CDC recommendations and their individual circumstances into account when deciding about preventative actions. It is recommended that all individuals who enter NEIWPCC offices during business hours be fully vaccinated, however this is no longer a requirement. Visitors should NOT enter the NEIWPCC office if they display any symptoms of COVID-19. Anyone who has tested positive for COVID-19 within the last ten (10) days must test negative prior to visiting the office.

CONFERENCE, MEETING, AND TRAINING ATTENDEES

NEIWPCC is committed to providing an event environment that keeps all participants as safe as possible and promotes the well-being of our community. It is recommended that all individuals who participate at NEIWPCC events be fully vaccinated, however this is no longer a requirement to attend. NEIWPCC encourages attendees to take CDC recommendations and their individual circumstances into account when deciding about preventative actions. By voluntarily choosing to attend NEIWPCC events, participants assume all risks associated with exposure to COVID-19. Attendees should NOT participate at NEIWPCC events if they display any symptoms of COVID-19. Anyone who has

tested positive for COVID-19 within ten (10) days of the event must test negative prior to attending.

U. NEIWPCC and LCBP Logos. All products and materials (including but not limited to agendas, press releases, web pages) associated with this project and/or developed under this Contract must include Lake Champlain Basin Program and NEIWPCC logos and contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (LC00A01141) to NEIWPCC in partnership with the Lake Champlain Basin Program.” All publications associated with this project and/or developed under this Agreement must include the Lake Champlain Basin Program and NEIWPCC logos and contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (LC00A01141) to NEIWPCC in partnership with the Lake Champlain Basin Program (LCBP). NEIWPCC manages LCBP’s personnel, contract, grant, and budget tasks and provides input on the program’s activities through a partnership with the LCBP. The contents of this document do not necessarily reflect the views and policies of NEIWPCC, the LCBP, or the EPA, nor does NEIWPCC, the LCBP or the EPA endorse trade names or recommend the use of commercial products mentioned in this document.” The provisions of this clause shall survive the expiration or earlier termination of this Agreement.

APPENDIX II

Insurance Specifications

General Conditions

A. Conditions Applicable to Insurance. All policies of insurance required by this Agreement must meet the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Subrecipient are specified below in Paragraph B – Specific Coverages and Limits.

2. Policy Forms. Policies must be written on an **occurrence** basis, except as may be otherwise specifically provided herein or agreed in writing by NEIWPCO. Under certain circumstances, NEIWPCO may elect to accept policies written on a claims-made basis, provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Agreement. If the policy is cancelled or not renewed during that time, the Subrecipient must purchase, at its sole expense, Discovery Clause coverage sufficient to complete the 3-year period after completion of the Agreement. Written proof of this extended reporting period must be provided to NEIWPCO prior to the expiration or cancellation of the policy.

3. Certificates of Insurance/Notices. The Subrecipient shall provide a Certificate or Certificates of Insurance, in a form satisfactory to NEIWPCO before commencing any work under this Agreement. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to NEIWPCO.

Certificates of Insurance shall:

- a. be in the form approved by NEIWPCO;
- b. disclose any deductible, self-insured retention, aggregate limit, or any exclusion to the policy that materially changes the coverage required by this Agreement;
- c. specify the Additional Insureds and Named Insureds as required herein; and
- d. when coverage is provided by a non-admitted carrier, be accompanied by a completed surplus lines affidavit, and signed by an authorized representative of the insurance carrier or producer.

4. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to NEIWPCO for any claim arising from the Subrecipient's work under this Agreement or because of the Subrecipient's activities.

Any other insurance maintained by NEIWPCCC shall be excess of and shall not contribute with the Subrecipient's insurance regardless of the other insurance clause contained in NEIWPCCC's own policy of insurance.

5. Policy Renewal/Expiration. At least two (2) weeks prior to the expiration of any policy required by this Agreement, evidence of renewal or replacement policies of insurance with terms no less favorable to NEIWPCCC than the expiring policies shall be delivered to NEIWPCCC in the manner required for service of notice in this Agreement. If at any time during the term of this Agreement the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Agreement or proof thereof is not provided to NEIWPCCC, the Subrecipient shall immediately cease work on the project. The Subrecipient shall not resume work on the project until authorized to do so by NEIWPCCC. Any delay, time lost, or additional cost incurred because of the Subrecipient not having insurance required by this Agreement or not providing proof of same in a form acceptable to NEIWPCCC shall not give rise to a delay claim or any other claim against NEIWPCCC. Should the Subrecipient fail to provide or maintain any insurance required by this Agreement or proof thereof is not provided to NEIWPCCC, NEIWPCCC may withhold further contract payments, treat such failure as a breach or default of this Agreement, and/or, after providing written notice to the Subrecipient, require the surety, if any, to secure appropriate coverage and/or purchase insurance complying with this Agreement and charge back such purchase to the Subrecipient.

6. Self-Insured Retention/Deductibles. Additional surety/security may be required in certain circumstances. The Subrecipient shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention. The Subrecipient agrees to provide to NEIWPCCC a letter on the Subrecipient's letterhead stating the Subrecipient is self-insured and containing language provided by NEIWPCCC for such purposes.

7. Subcontractors. Should the Subrecipient engage a subcontractor, the Subrecipient shall endeavor to impose the insurance requirements of this document on the subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. Proof thereof shall be supplied to NEIWPCCC.

B. Specific Coverages and Limits. The types of insurance and minimum policy limits shall be as provided below.

1. General Liability. Commercial General Liability Insurance (CGL) covering the liability of the Subrecipient for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Agreement. The limits under such policy shall not be less than the following:

- Each Occurrence limit: \$2,000,000
- General Aggregate: \$3,000,000
- Products/Completed Operations should equal the General Aggregate limit

- Personal Advertising Injury: \$1,000,000
- Damage to Rented Premises: \$50,000
- Medical Expense: \$5,000

Coverage shall include but not be limited to the following: premises liability; independent contractors; blanket contractual liability, including tort liability of another assumed in a contract; defense and/or indemnification obligations, including obligations assumed under this Agreement; cross liability for additional insureds; products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by this Agreement; explosion, collapse, and underground hazards; Contractor means and methods; and liability resulting from state labor laws.

The following ISO forms must be endorsed to the policy:

- CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- CG 20 10 11 85 or an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name NEIWPC as Additional Insureds and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

The CGL policy and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to and non-contributing with any other insurance maintained by NEIWPC. Any other insurance maintained by NEIWPC shall be in excess of and shall not contribute with the Subrecipient’s or subcontractor’s insurance, regardless of the “Other Insurance” clause contained in either party’s policy of insurance.

2. Automobile. Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile used in connection with performance under this Agreement, including owned, leased, hired, and non-owned automobiles bearing, or under the circumstances under which they are being used, required by state Motor Vehicles Laws to bear license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies.

3. Workers' Compensation. For work to be performed, the Subrecipient shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the state Workers' Compensation Law.

a. Evidence of Workers' Compensation and Employers Liability coverage must be provided to NEIWPCCC.

All forms are valid for one (1) year from the date the form is signed/stamped or until policy expiration, whichever is earlier.

ACORD forms are NOT acceptable proof of Workers' Compensation coverage.

b. If the Subrecipient is legally exempt from obtaining Workers' Compensation insurance coverage, the Subrecipient must provide evidence, such as a Certificate of Attestation, that state Workers' Compensation and/or Disability Benefits Insurance Coverage is not required.

c. If the Subrecipient is self-insured, the Subrecipient must provide evidence, such as a Certificate of Workers' Compensation Self-Insurance, available from the state Workers' Compensation Board's Self-Insurance Office, or a Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

4. Disability Benefits (Applicable in New York, Rhode Island, and any other state requiring employers to provide short-term disability insurance to workers only). The Subrecipient shall provide and maintain coverage during the life of this Agreement for the benefit of such employees, as required by the state Disability Benefits Law.

a. Evidence of Disability Benefits coverage must be provided, such as a Certificate of Insurance Coverage under the state Disability Benefits Law. The Subrecipient must request its business insurance carrier to send this form to NEIWPCCC.

b. If the Subrecipient is legally exempt from obtaining Workers' Compensation Disability insurance, the Subrecipient must provide evidence, such as a Certificate of Attestation for State Entities with No Employees and Certain Out of State Entities that state Workers' Compensation and/or Disability Benefits Insurance Coverage is not required.

c. If the Subrecipient is self-insured, the Subrecipient must provide evidence, such as a Certificate of Disability Benefits Self-Insurance.

All forms are valid for one (1) year from the date the form is signed/stamped or until policy expiration, whichever is earlier.

All forms must name NEIWPC as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

All required insurance must be written by company rating of "A-" or better rated by A.M. Best & Co., have a record of successful continuous operation, that is licensed, admitted (if coverage is provided by a non-admitted carrier, a surplus lines affidavit must accompany the certificate), and authorized to do business in the state where the work is performed, and is approved by NEIWPC. Required coverage and limits must be put into effect as of the effective date of this Agreement and must remain in effect throughout the term of this Agreement, as determined by NEIWPC. The Subrecipient must submit proof of required insurance coverage, and any renewals thereof, to NEIWPC upon NEIWPC's request. The Subrecipient shall notify NEIWPC of any material changes to the policy or any cancellations prior to the expiration date. The carrier shall also send notification of cancellation, termination, or failure to renew any policy in accordance with the policy provisions when practicable.

APPENDIX III

Scope of Work



Lake Champlain Basin Program project workplan

A. Cover page

Project title: Boothe River Park Paddling Gear Library

Contact information:

Organization: Village of Saranac Lake
Name of primary point of contact: Scott McKim
Address: 39 Main Street, Saranac Lake, NY 12983
Phone number(s): 907.330.9730
Email address: bootheriverpark@gmail.com
Website URL: bootheriverpark.com

Authorized representative:

Name: Bachana Tsiklauri, Village Manager
Address: 39 Main St, Suite 9, Saranac Lake, NY 12983
Phone number: 518.891.4150 ext. 235
Email address: comdev@saranalakeny.gov

Tracking information:

Federal Tax Identification Number: 15-6001376
UEI Number: TJ3NYFRG4P6
Certified Disadvantaged Business Enterprise (DBE): (Yes or No) No

LCBP award amount: \$32,016
Non-federal match: \$14,104
Total project cost: \$46,120

Project location:

Saranac River, immediately downstream of the La Pan Highway Bridge, adjacent to Beaver Park

Harrietstown, Village of Saranac Lake, NY

Franklin County

HUC 8: Saranac – 04150406 watershed

44.325423N, 74.132893W

Project description:

In tandem with the creation of Boothe River Park — a transformative initiative that will revitalize a highly visible but degraded portion of the Saranac River in downtown Saranac Lake — this project will



make the river more accessible than ever. The park will feature multiple universally accessible canoe and kayak launches, enabling people of all abilities and physical conditions to get onto the water. Complementing these physical improvements, we will establish a **Paddling Gear Library** to remove one of the most persistent barriers to participation: access to quality, safe paddling equipment.

Despite the central role of watersports in Saranac Lake’s culture, two main barriers keep many residents from participating: (1) lack of affordable access to the gear needed for safe and enjoyable recreation, and (2) limited community-wide awareness, support, and social connection around paddlesports. This project and grant request directly addresses the first barrier by establishing a publicly accessible gear library, with the second to be tackled through a forthcoming **Community Outreach Plan** that will integrate Boothe River Park into local schools, colleges, youth programs, and the broader public through events, clinics, and community celebrations.

By expanding access to equipment, the Paddling Gear Library will foster inclusivity, broaden the user base beyond those with the financial means or prior training, and contribute to economic development by attracting visitors. It also complements ongoing ecological restoration of a historically impacted reach of the river.

The Gear Library model leverages the infrastructure, expertise, and inventory of a local canoe outfitter (St. Regis Canoe Outfitters), who will serve as the operational hub — managing inventory, maintenance, and rentals — while also benefitting from new revenue opportunities. This public-private partnership ensures professional oversight, long-term sustainability, and maximum community benefit. In practice, locals can rent any paddling equipment free of charge in the Paddling Gear Library, and usage of the equipment for clinics, trainings, and other events centered around the Boothe River Park will also be provided free of cost.

B. Introduction

Saranac Lake faces significant economic challenges: 18.6% of residents live below the poverty line, the median household income is \$60,494 compared with New York State’s \$84,600, and nearly one-third of students qualify for free or reduced-price lunch. Economic disparities, high housing costs, and tourism-driven pressures limit affordable recreational opportunities, particularly for youth from low-income households.

This project will expand equitable public access to the waterfront centered around the Boothe River Park by providing free watercraft and associated safety equipment. It will further support the Thriving Communities initiative by promoting inclusive recreation within the geographic context of a downtown area. We address the Informed and Involved Public by engaging youth in stewardship and environmental education and contribute to Clean Water and Healthy Ecosystems through sustainable shoreline design that protects water quality and habitat.

C. Project task table with timeline



Task #	Task description	Objective	Deliverable(s)	Timeline
1	Gear Library Setup and Reporting	Acquire and organize watercraft, paddles, and safety gear; establish operational procedures. Complete quarterly reporting requirements. Compile project summary, required project metrics, and all project deliverables utilizing the LCBP final report template.	Copies of fully equipped gear library inventory, tracking system, and maintenance protocols. Approved Quarterly Reports, approved Final report, data and photos submitted. Project metrics report	Quarterly reports submitted throughout the contract period. Final Report due November 15, 2026.

D. Task descriptions

Task 1. Gear Library Setup and Reporting

This task involves the ordering and processing of the paddling gear that will become the paddling gear library. Once acquired, the gear will be inventoried and a system for accessing the gear will be established along with maintenance of said gear.

Reports will be submitted by the deadlines outlined, and in addition to that, quarterly reports will be submitted throughout the grant contract period to be filed with the LCBP project officer within 10 days of the last day of each calendar year quarter or December 31, March 31, June 30, and September 30. A draft final report will be submitted that compiles a project summary, required project metrics, and all project deliverables.

E. Budget

Budget table:

Task #	Task title	Personnel	Fringe	Travel	Supplies	Equipment	Prof. services	Indirect costs	Total budget
1	Gear Library Setup and Reporting	\$0	\$ -	\$0	\$0	\$32,016	\$0	\$	\$ 32,016 -



All tasks	\$ -	\$ -	\$ -	\$ -	\$ 32,016	\$ -	\$ 0	\$ 32,016
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Non-federal matching funds table:

Personnel	
Fringe	
Volunteer time	\$ 5,772
Travel	
Supplies	
Equipment	\$ 6,732
Professional services	
Indirect	\$ 1,600
Total match	\$ 14,104

F. Detailed budget justification

Budget Table Justification:

- **Equipment:** Equipment includes whitewater boats, SUPs, helmets, paddles, spray skirts, and other safety gear. Cost is estimated based on the sum of quotes obtained from various vendors.

Non-federal matching funds justification:

- **Volunteer time:** 150 hours at the prescribed 2025 rate for New York volunteers, \$38.48/hour.
- **Equipment:** Gear that is being bought with other funds to be used in the gear library.
- **Indirect costs:** Administrative staff time spent on administering this grant, 5% of direct costs. Provided by the Village of Saranac Lake.



G. Project Metrics

Reporting metrics will be considered preliminary at the workplan stage and final at the final report stage of your grant. Reporting metrics will be based on the applicable Opportunities for Action strategy(ies), grant category, and project type. Project metrics guidance can be found on the LCBP Grantee Toolkit webpage: <https://www.lcbp.org/about-us/grants-rfps/grant-toolkit/>

Metric	Estimated Value
Volunteers engaged in project	[# of volunteers]
Volunteer hours contributed to project	[# of hours]
Units of equipment purchased	[# of units purchased]
Audience types engaged	[list of audience types]
Support sustainable recreation opportunities	[opportunities supported]

In accordance with federal Uniform Grant Guidance governing required certifications for federal awards, Title 2 of the Code of Federal Regulations, Part 200, Section 415, "Subrecipients under the Federal award must certify to the pass-through entity [NEIWPC] whenever applying for funds, requesting payment, and submitting financial reports."

Project Name: Boothe River Park Paddling Gear Library

Organization submitting Workplan: Village of Saranac Lake

Job Cost Code: 0368-005-001 Project Code: _____

CERTIFICATION:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Bachana Tsiklauri

Print Name of Authorized Representative

Village Manager

Print the Title of the Authorized Representative

Signature of Authorized Representative

Date