

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
REGULAR MEETING AGENDA 5:30PM
Monday June 22, 2020
Roberts Rules of Order will be in Effect for this Meeting**

Topic: Saranac Lake Village Board Meeting

Time: Jun 22, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82331625148?pwd=ZUtzT2JmNDN4MkdSanFNcXpSSnErUT09>

Meeting ID: 823 3162 5148

Password: 030329

One tap mobile

+16468769923,,82331625148# US (New York)

+13017158592,,82331625148# US (Germantown)

Meeting ID: 823 3162 5148

Find your local number: <https://us02web.zoom.us/u/keydxMrP4s>

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. AUDITING:

a. Pay Vouchers

b. Approve Minutes 6-8-2020

D. PUBLIC COMMENT PERIOD:

E. CORRESPONDENCE: May Police Report, Email from Tim Fortune, Letter from Shaun Kittle

F. ITEMS FOR BOARD ACTION

BILL	61	2020	Travel and Training - Basic Operations, Activated Sludge and Laboratory Training for Steven LaHart
BILL	62	2000	Use of Contingency for 1-3 Main Street, Redevelopment of Water Well #1 and Electrical Control Panel at Bloomingdale Lift
BILL	63	2020	ROOST Contract
BILL	64	2020	Publicity Services
BILL	65	2020	CDBG Project Agreement

G. OLD BUSINESS:

4th of July Fireworks

Beach Opening

H. NEW BUSINESS:

Park Use

I. ITEMS FOR DISCUSSION:

J. MOTION TO ADJOURN:

**RULES FOR PUBLIC HEARING COMMENTS AND
PUBLIC COMMENT
PERIOD OF MEETINGS**

- 1. Anyone may speak to the Village Board of Trustees during the public comment period of a public hearing or the public comment period of the meeting.**
- 2. As a courtesy we ask each speaker to give their name and address.**
- 3. Each speaker must be recognized by the chairperson before speaking.**
- 4. Individual public comment is limited to 5 minutes and may be shortened by the meeting chairperson.**
- 5. 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.**
- 6. Individual time may not be assigned/given to another.**
- 7. A public hearing is meant to encourage resident comment and the expression of opinion, not a direct debate, nor should a commenter be intimidated by a village board rebuttal, therefore public hearings are limited to public comment and should a village response be asked by individuals the response shall be generally given after the public hearing during the village board regular meeting, or subsequently, by telephone or letter, unless factual in nature where the facts are fully known by staff, in which case a village official may respond.**
- 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.**

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.

Time: Jun 22, 2020 05:30 PM Eastern Time (US and Canada)

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Meeting ID: 823 3162 5148

REGULAR MEETING OF THE BOARD OF TRUSTEES
June 8, 2020

Meeting held publicly through Zoom.

The pledge of allegiance lead by Trustee Catillaz.

ROLL CALL FOR REGULAR MEETING: Present by Video: Mayor Clyde Rabideau
Trustees: by Video; Patrick Murphy, Thomas Catillaz, Richard Shapiro and Melinda
Little. Also present by Video: Village Manager, John Sweeney, Village Clerk Kareen
Tyler, Paul Blaine, Development Code Administrator and Village Treasurer, Elizabeth
Benson.

AUDITING:

Chair Rabideau called for a motion to approve payment for the 2020 budget
\$138,029.49 voucher number 11044063 to 11044164 2021 budget
\$66,498.32 voucher number 11044103 to 11044172 complete detail of these vouchers
is attached and made part of these minutes.

Motion: Shapiro Second: Little

Roll Call: Catillaz: yes, Murphy: yes, Shapiro yes Little: yes

Chair Mayor Rabideau called for a motion to approve minute of May 26, 2020

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Murphy: yes, Shapiro yes Little: yes

PUBLIC COMMENT PERIOD:

Natalie Thill, Adirondack Center for Writing, spoke in support of the Raining Poetry
Project.

Bailey Annis and Erin Cass, acknowledged and thanked the Village Board for the quick
response to the recent Black Lives Matter demonstration.

CORRESPONDENCE: High Peaks Democratic Socialists of America Petition

Chair Rabideau called for motion to accept and place on file the above referenced
correspondence.

Motion: Murphy Second: Little

Roll Call: Catillaz: yes, Murphy: yes, Shapiro yes Little: yes

ITEMS FOR BOARD ACTION:

Bill 53-2020 Hire Motor Equipment Operator Connor Gibbs

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Murphy: yes, Shapiro yes Little: yes

Bill 54-2020 Approve Installation of Raining Poetry Project

A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.

Motion: Unanimous First and Second

Roll Call: All in Favor

Bill 55-2020 Authorize Shared Service Agreements

A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.

Motion: Catillaz Second: Murphy

Roll Call: Catillaz: yes, Murphy: yes, Shapiro yes Little: yes

Bill 56-2020 LWRP Determination Regarding Code Amendment - 5G Electric & Communication Standards

A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Little

Roll Call: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

Bill 57-2020 SEQR Determination Regarding Code Amendment - 5G Electric & Communication Standards

A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.

Motion: Little Second: Murphy

Roll Call: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

Bill 58-2020 Adopt Code Amendment - 5G Electric & Communication Standards

A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

Bill 59-2020 Authorize 3 Main Street Elevator Headhouse Exterior/Parapet Cornice

A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.

Motion: Catillaz Second: Murphy

Roll Call: Catillaz: yes, Murphy: yes, Shapiro yes Little: yes

Bill 60-2020 Fostering and Protecting a Diverse and Inclusive Community

A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.

Motion: Unanimous First and Second

Roll Call: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

BUSINESS:

Brandy Brook / Church Street Sewer Project

Payeville Road CDBG Grant

Beach Opening

COVID-19 Outreach

Census Update

Lake Flower Avenue and River Street Intersection Bicycle Pedestrian Study

MOTION TO ADJOURN

Chair Mayor Rabideau called for a motion to adjourn

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Murphy: yes, Shapiro yes Little: yes

Respectfully submitted,
Kareen Tyler, Village Clerk



Saranac Lake Police Department

1 Main Street
Saranac Lake, NY 12983-1795



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

Saranac Lake Police Department-Activity Report

Submitted June 8, 2020

May 2020:

Total calls for service: 257

Total arrests: 17

Mental Hygiene Law arrests: 4 (included in total)

Accident investigations: 6

Administrative:

Hiring of Recruit Officers Gabrielle Beebe and Thomas Lauzon.

Provisional appointment of Travis LaBar to Sergeant.

Applied for reimbursement through Department of Justice body armor grant program to replace body armor.

Range conducted for all members with new duty pistols.

Special Events:

Memorial Day DWI patrol resulted in 1 DWI arrest (hours funded by Franklin County Stop DWI).

****Calls for service do not include walk-ins at the station, traffic stops, parking tickets/complaints or other interactions with the public that do not necessitate documentation.**

Kareen Tyler

From: Tim Fortune <[REDACTED]>
Sent: Monday, June 22, 2020 11:17 AM
To: Kareen Tyler
Subject: Publicity Services Funds - my presentation for tonights meeting

My name is Tim Fortune I am a resident of Bloomingdale and I've owned an Art gallery for the past 25 years in the downtown area. I am chair of the Downtown Advisory Board and I am here representing my board of directors: Diane Litinsky, Jerry Michaels, Kelly Brunette, Laura Cunningham, Adam Harris, Brandon DeVito, CJ Haggman and Kathy Steinbruech.

My board is requesting that the funds in the Village budget for Publicity Services in the amount of \$12,500 of tax payer money be used for a variety of community enhancement projects suggested by the 3 advisory boards appointed by the Village of SL.

Some Suggested preliminary projects include:

Public art installations

Branded downtown district signage

More outdoor free music and movie events

Entrance signs for the village

Updated maps for the wayfinding signs that incorporate the Decidedly Different brand

More park furniture, such as movable tables and chairs or swing benches

Branded bike hoop racks in more parks

Concrete games in parks (e.g. ping pong or cornhole)

Updated playground equipment

Landscaping enhancements in parks

Car top boat launch at Lake Colby

These tangible visible projects, which will be chosen by the Village board, and administered through the Office Of Community Development would have an immediate and positive impact on our community and visitors to our Village. It will build on the successes of previous efforts of many volunteers.

On a personal note, many of you know I have been working on revitalization efforts for a very long time. Which has given me a unique perspective. I've worked with 5 mayors, 7 directors of the C of C, numerous Village trustees and 3 Community Development Directors. My point is I've witnessed what a lack of cooperation between these entities can do to the spirit of volunteers and the community at large. Fortunately we are in a period where there is a good general consensus of working cooperatively as evidenced already by numerous successful projects, but we must not take this spirit for granted. The Downtown Advisory Board wants to see this momentum and enthusiasm continue by approving the allocation of funds toward supporting the efforts of some 40 volunteers comprising our three advisory boards. We are speaking about one goal and that is to invest the available funds where it will do the most good for the most people. I

believe the 3 boards deserve this investment to bring our projects into reality and show a vote of confidence from the Village trustees.

Lastly if this is approved let it be just the first year of investing in our community through the use of our collective boards. More specifically we would like to see a funding stream created on an annual basis. My question to you is why not? This will utilize the talents and hard work of the DAB, PTAB and Arts and Culture Advisory Board which represent a large portion of our volunteer community.

Thank you for your time.

Dear Village Board,

My name is Shaun Kittle, I am a homeowner in the Village of Saranac Lake, and I am writing to ask the village board to create a Community Enhancement Fund with the \$12,500 budgeted under “Publicity Services” in the village budget. I am active volunteer in this community, serving as the Deputy Chair of the village’s Arts and Culture Advisory Board, a member of the Adirondack Diversity Initiative’s core team, and the founder/lead organizer of Saranac Lake Street Fest. I am also a former ROOST employee—I worked for the organization for four years and have a deep knowledge on how the organization does things, both externally and behind the scenes. I was the Senior Content Developer at ROOST and, among many other things, during my time there I developed the branding and associated brand statements for three Adirondack regions, including Saranac Lake’s.

I don’t know what happens during other advisory board meetings, but I know the Arts and Culture Advisory Board meetings are always fun, productive, and full of creative, actionable initiatives. The problem is, they all end with us asking the same question: How are we going to find money to accomplish these things? It turns out there is money available, and it is imperative that we direct it back into our community.

I’d like to add a little context to this discussion, as I think context is essential in making a wise, informed decision. The \$12,500 in question is in the village budget under the line item “Publicity Services.” There is no indication as to how that money is to be itemized, but several village trustees have made it clear the money is earmarked for ROOST. This is concerning for a number of reasons. A little background: the village and the town of Harrietstown both entered into contracts with ROOST before Franklin County contracted with ROOST. This was before the Franklin County occupancy tax was put into place (more on the occupancy tax in a minute), so the contracts made sense at the time because they allowed our region to get a destination marketing initiative in place. When the occupancy tax law passed, ROOST was awarded the destination marketing contract for Franklin County. Last year, the contract went out to bid (it expired in Feb. 2020) and ROOST submitted a proposal to keep the contract. The county rejected ROOST’s proposal because it was incomplete—among other things, they didn’t provide a proper budget—but the county manager did urge them to review their original proposal and resubmit it. Despite that, ROOST chose not to resubmit a proposal, thus making it impossible for the county to award them the contract. The reasons ROOST took that route are unclear, but either way the contract had to go to someone and it was awarded to the Franklin County LDC.

Why is this important? There is a big difference between village taxpayer money and occupancy tax money. Village taxpayer money is just that—money that taxpayers in the village pay as residents here. It is our money, and even though it is the village board's job to budget it, it is absolutely within our purview as taxpayers to influence how that money is spent. Occupancy tax money, on the other hand, is a tax that is imposed on things like hotel rooms and AirBNB. Basically, whenever someone rents a room here, they are contributing to the overall occupancy

tax “pool,” which the law says must be spent on destination marketing. I haven’t seen the most up-to-date figures, but the last time I checked the Franklin County occupancy tax generated just shy of a half-million dollars. ROOST’s overall budget is upwards of \$4 million, most of which comes from the occupancy tax money from Essex and Hamilton counties, the two regions they currently represent. To be clear, part of Saranac Lake is in Essex County and there is some occupancy tax revenue generated there. By ROOST’s own figures, that amount is in the low \$50,000s—barely enough for one full-time employee salary with no benefits. Assuming hotel/motel stays have steadily increased since 2015, my best guess is that figure is probably around \$60,000 today, not accounting for the impact of the pandemic. If there is any doubt as to these numbers, I can provide more info.

So, what’s my point? When we talk about this \$12,500 "Publicity Services" line item, it is important to keep all of the above in mind. This seems like a no-brainer—village taxpayer money should be invested in the community, especially during a pandemic when a lot of our local business owners are in a sustained state of uncertainty. Is the village board really considering giving \$12,500 in taxpayer money to ROOST, an organization that has lost two contracts (Franklin County and Harrietstown) in the last year, and is funded by occupancy tax money to the tune of some \$4 million? I guess I have been shocked to learn that anyone on the village board would even consider that an option, especially considering the county has a new DMO with a half-million-dollar budget, but that seems to be the case. It is worth noting that one of the reasons Harrietstown is backing away is because its board members tried and failed to get ROOST to explain how their \$12,500 in taxpayer money was spent, as reported in the Adirondack Daily Enterprise and in the Malone Telegram:

<https://www.adirondackdailyenterprise.com/news/local-news/2020/03/htown-could-drop-roost/>

https://www.mymalonetelegram.com/news/local/harrietstown-considers-dropping-roost-as-tourism-promotion-agency/article_098520f3-4408-5536-8417-33dbfab15a46.html

The bottom line for me is this: We are talking about village taxpayer money here. Do we want our taxpayer money to go to an organization with a \$4 million budget, or do we want it to be invested in the community we all volunteer to make better? \$12,500 might not seem like a lot, but I am confident the three advisory boards can make it go a long way. Banners and posters are nice, but anyone can make those. I am talking about putting that money toward real, tangible efforts that will improve our village and thereby improve the quality of life for our

residents. I see a bigger picture here: By making our community the kind of place people want to live in, we are also making it the kind of place people want to visit. People who visit might want to come back again and again, so much that some of them might even move here and begin volunteering and investing in our community, too. That's the story behind how I came to live here, and it's a story I've heard from dozens of others. If you also believe that village taxpayer money should be invested in our community, and if you believe that the village advisory boards can make that little bit go a long way, then I implore you to vote in favor of the Community Enhancement Fund proposal. Sometimes a little investment can yield big things. Let's make it happen.

Lastly, I want to state that I know and accept that my taking a stance on the village's contract with ROOST opens me up to the "disgruntled former employee" label, and that my message can be easily disregarded as a result. I accept that risk because it is important to me to do what's right for the taxpayers of this village. The statements I have made above are rooted in objective facts. The bottom line is this: Our money should not go to an organization in Lake Placid that has a \$4 million budget, especially during a pandemic. I would invite anyone on this board who has questions regarding my time at ROOST to contact me directly—I am happy to talk more. Simply email me at shaunjk6@gmail.com and we'll set up a time to talk.

Best,

Shaun Kittle
Deputy Chair, Arts and Culture Advisory Board

Business of the Village Board

Village of Saranac Lake

SUBJECT: Basic Operations, Activated Sludge,
Basic Laboratory Training for Steven LaHart

FOR AGENDA OF 6/22/2020

DEPT OF ORIGIN: WWTP

BILL # 61-2020

DATE SUBMITTED: 6/15/2020

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED: \$4295.00

Course: \$ 2075.00
Meals: \$820.00
Lodging: \$1400.00
Total: \$4295.00

SUMMARY STATEMENT

RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR ONE (1) WWTP EMPLOYEE TO ATTEND SUNY MORRISVILLE BASIC OPERATIONS,ACTVATED SLUDGE & BASIC LABORATORY TRAINING COURSES Nov 9-20,Nov 30-Dec 4 & Dec14-18.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE CATILLAZ _____

TRUSTEE LITTLE _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

**RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR VILLAGE
EMPLOYEE TO ATTEND SUNY MORRISVILLE FOR BASIC OPERATIONS,
LABORATORY AND ACTIVATED SLUDGE TRAINING**

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

NOW THEREFORE BE IT RESOLVE Steven LaHart, WWTP Operator Trainee is hereby approved to register and attend the Basic Operations Course Nov 9-20, Activated Sludge Course from Nov 30-Dec4 & Laboratory Training Course from Dec 14-18 2020 at SUNY Morrisville

BE IT FURTHER RESOLVED, the registration fee of \$4295.00 which includes registration, training, lodging and meals will be taken from 005-8130-0406 sewer fund budget, travel and training line item.

**APPROVAL TO TRANSFER APPROPRIATIONS
FROM GENERAL, WATER, AND SEWER FUNDS CONTINGENCY ACCOUNT**

SUBJECT: USE OF CONTINGENCY FOR AGENDA OF 6/22/2020
DEPT OF ORIGIN: VILLAGE MANAGER BILL # 62-2020
DATE SUBMITTED: 6/12/2020 EXHIBITS: _____

Village Attorney Village Administration

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED: \$240,000	BUDGETED: \$0.00	REQUIRED: \$240,000

**SUMMARY STATEMENT
RECOMMENDED ACTION**

The Village Manager recommends 2020 budget transfers of \$85,000 from the General Fund Contingency Account, \$80,000 from Water Fund Contingency Account, and \$75,000 from Sewer Fund Contingency Account to cover expenditures for repairs to 1-3 Main Street building, redevelopment of water well #1, and electrical control panel at Bloomingdale Lift.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____
TRUSTEE CATILLAZ _____
TRUSTEE LITTLE _____
TRUSTEE MURPHY _____
TRUSTEE SHAPIRO _____

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

WHEREAS, the Village of Saranac Lake has recently approved contracts for 3 Main St. elevator headhouse exterior repair/parapet cornice restoration and 1 Main St. roof; and

WHEREAS, the Village of Saranac Lake has been advised by NYS Department of Health to redevelop drinking water well #1; and

WHEREAS, the Village of Saranac Lake Bloomingdale lift station control panel is over 16 years old and beginning to fail; and

WHEREAS, the budgetary appropriations to cover these expenditures were not included in the 2019 – 2020 General, Water, Sewer Fund Budgets and,

WHEREAS, budget adjustments do not increase or decrease the overall budget since an increase in a budget line has an equal decrease in another budget line netting out to zero, and

NOW, THEREFORE BE IT RESOLVED, The Village Treasurer is hereby authorized to transfer \$85,000 from General Fund Contingency, \$80,000 from Water Fund Contingency, and \$75,000 from Sewer Fund Contingency; and

BE IT FURTHER RESOLVED, The Village Treasurer is directed to make the transfer as requested.

Contingency:	General Fund	Water Fund	Sewer Fund
Budgeted:	\$85,000.00	\$80,000.00	\$ 75,000.00
Used YTD:	\$ 0.00	\$ 0.00	\$ 0.00
Available Balance:	\$85,000.00	\$80,000.00	\$ 75,000.00
This Request:	\$85,000.00	\$80,000.00	\$ 75,000.00
Balance to Remain:	\$ 0.00	\$ 0.00	\$ 0.00

**CONTRACT BETWEEN THE VILLAGE OF SARANAC LAKE
AND
Regional Office of Sustainable Tourism For
Tourism Destination Marketing Services**

THIS CONTRACT, entered this day of June 18, 2020 by and between the Village of Saranac Lake (herein called the "Village") and the/Regional Office of Sustainable Tourism (herein called "ROOST")

WHEREAS, the Village wishes to engage ROOST to provide tourism destination marketing services. NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

ROOST will be responsible for providing tourism destination marketing services for the Village of Saranac Lake and its businesses as set forth in the attached Appendices (A & B)

II. TERM OF CONTRACT

Services of ROOST shall start on Day 20 of June, 2020 day and will end on Day 1, of July, 2021

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Village under this contract shall be \$12,500, payable after 30 days of receipt of an invoice from ROOST.

I. COMMUNICATIONS

All communications and details concerning this contract shall be directed to the following contract representatives:

Village
John Sweeney Village Manager
Village of Saranac Lake
39 Main Street
Saranac Lake, NY 12983
Tel:
Fax:
Email: manager@saranaclake.gov

ROOST
James McKenna, CEO
2608 Main Street
Lake Placid, NY 12946
Tel:
Fax:
Email:

I. SEVERABILITY

If any provision of this contract is held invalid, the remainder of the contract shall not be affected thereby and all other parts of this contract shall nevertheless be in full force and effect.

I. ENTIRE AGREEMENT

This contract and the attached Appendices (A & B) constitutes the entire agreement between the Village and ROOST for the use of funds received under this contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Village and ROOST with respect to this contract.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Date _____

Village

By _____

ROOST

By _____

Title _____

Appendix A

The following outlines the body of work ROOST will undertake to execute a marketing strategy for Saranac Lake.

Website:

ROOST will continue to manage saranaclake.com to help up capture information on site visitors and allow us to increase content for Search Engine Optimization

Marketing

1. Continue to create unique content for the site
2. Develop calendar of Promotional Topics - this would include seasonal activities and events
3. Set up a broadcast email schedule in conjunction with the Promotional Topics
4. Manage Social Media platforms understanding these are the property of the municipality and only their board has the authority to to remove administrators of these platforms. Including facebook and Twitter
5. Continue ongoing content development for the site that follows schedule - securing photos, videos, copywriting, etc.
6. Continue sales of business listing on Saranaclake.com
7. PaidSearch campaign that corresponds with keyword strategy and promotional topic calendar
8. Host familiarization trips to travel writers and bloggers.
9. Press Release development and distribution.

Appendix B

ROOST will be responsible for providing tourism destination services for the Village of Saranac Lake to include:

- Design, management and ongoing content development for the tourism destination website saranaclake.com.
- Targeted digital campaigns for increased visitations . Public relations services related to increasing tourism.
- Design banners and entrance signs coming into the village

Management and content development for social media platforms related to tourism . Implementation of the inntopia reservation and packaging system for Saranac Lake businesses. Professional photography and videos for tourism related events and promotions.

- Assistance with bidding, promotion and execution for tourism related events and other tourism specific related programs agreed to by the Village Board.
- Specific program to work with non-lodging businesses to promote web presence and data collection and social media.
- Evaluate and make recommendations on the Village web and social media.



Program of Work for the Saranac Lake Region 2019

2019 ROI: 58:1

Contributions:

\$20,000 annual contribution to the Saranac Lake Chamber of Commerce.

Website:

410,241 sessions to Saranaclake.com.

Content:

57 Stories written on the Saranac Lake Region highlighting dining, arts, paddling, hiking downtown, camping to name a few.

Detailed Topic List:
2019 SL Snowshoeing: Venues
2019 SL Downtown: Shopping & lunch
2019 SL Hiking: Winter 6er
2019 SL XC Skiing: Railroad Tracks
2019 SL XC Skiing: Jackrabbit Trail
2019 SL Winter travel: Winter Lodging to Fit Your Style
2019 SL Winter travel: Winter Carnival Events
2019 SL Ice fishing: Pick 2
2019 SL Hiking: Ampersand
2019 SL History
2019 SL Art : Galleries
2019 SL Winter travel : Spa Experience
2019 SL Downtown : Music
2019 SL Downtown : Pulse Point
2019 SL XC Skiing : VIC
2019 SL Dining : Fiddlehead
2019 SL Fishing : 6 Spots and Species
2019 SL Art : Pendragon's 40th Anniversary

2019 SL Paddling : Spring prepared
2019 SL Hiking : Jenkins Mt Spring
2019 SL Free spot: Birding Around Town
2019 SL Summer Events : New Events
2019 SL Art : Lawn Serpent
2019 SL Paddling : St. Regis Canoe Area
2019 SL Fishing : Beginner
2019 SL Paddling : Middle Saranac
2019 SL Cycling : 4 Loops
2019 SL Paddling : Lower to Fish Creek
2019 SL Downtown : Nightlife
2019 SL Downtown/Paddling : Loon Center
2019 SL Downtown : Skatepark
2019 SL Hiking : Haystack
2019 SL Paddling : VIC
2019 SL Free Spot : Brand Awareness
2019 SL Mountain Biking : Dewey and/or Pisgah
2019 SL Fall Travel
2019 SL Paddling : Lower Saranac
2019 SL Fall Events
2019 SL Paddling and Wellness
2019 SL Fall Travel
2019 SL Downtown : Adirondack Carousel
2019 SL Paddling : Saranac River
2019 SL Fall Travel : Corn Maze
2019 SL Fishing
2019 SL Cycling: Norman Ridge Loop
2019 SL Fall Travel
2019 SL Hiking: Family Hikes
2019 SL Group Tours: Adventure Travel
2019 SL Halloween
2019 SL History: Historic Sites
2019 SL Art: Christina Mueller
2019 SL Downtown: Holiday shopping
2019 SL Winter Travel
2019 SL Winter Events

2019 SL Dining: Fresh baked goods and coffee
2019 SL XC Skiing: Dewey & VIC
2019 SL Snowshoeing: Experiential (non-venue)
Best of 2019

Public Relations:

- 9 travel writers visited the Saranac Lake region.
- Example press coverage:
 - <https://www.travelandleisure.com/trip-ideas/best-places-to-travel-in-2019#adiron-dacks-new-york>
 - <https://www.heraldtribune.com/lifestyle/20190520/travel-adirondacks-americas-playground>
 - <https://www.budgettravel.com/video/coolest-small-towns-america-2019>

Media Partnerships and Influencers

- Travels with Darley (1) (2) (3) Nationally syndicated on PBS.
- [RoadRUNNER Magazine](#)
- [Canoe + Kayak Magazine](#)
- Hannah Rheume
- Wandering Wagars
- Karli + Emily Buckley

Email:

- Weekly inclusion in the Adirondacks, USA marketing emails to a subscriber list of 142,000.
- Weekly Saranac Lake Insider emails featuring events in the Saranac Lake Region.

Social Media: Approximately one post per day on social media (Facebook, Instagram, Twitter)

- Facebook followers: 40,997
- Instagram Followers: 9,995
- Twitter Followers: 3,308

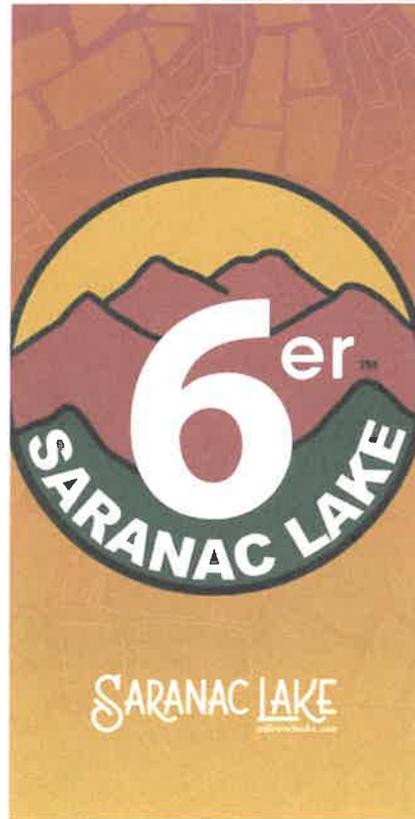
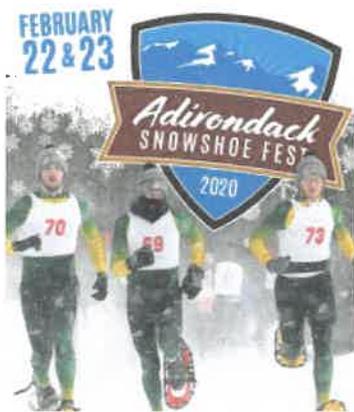
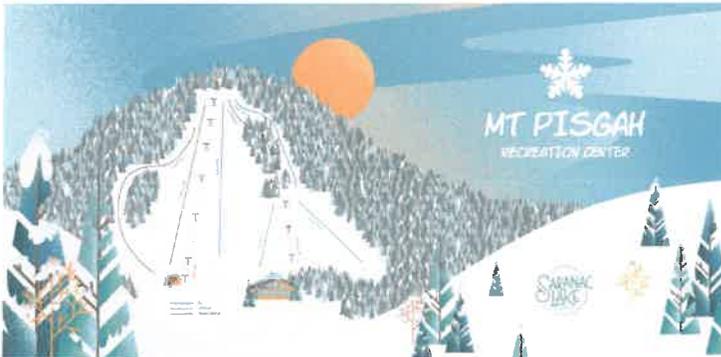
Photo/Video:

- Completed Shoots: 19
- Videos Produced: 20
- Examples:
 - [Saranac Lake Summer Travel](#)
 - [Saranac Lake Paddling](#)

Design:

Competed 38 Design pieces (including full page ads, Surge banner, 6er patches, pole banners, feather flags, posters, Mt Pisgah signage)

- Print Ads: 8
- Digital Ads: 8
- Print Projects: 6
- Web Design: 1
- Large Scale Print: 11
- Misc: 4
- Adirondacks, USA (involving Saranac Lake):
 - Print Ads: 20
 - Digital Ads: 25
 - Print Projects: 8
 - Email: 14
 - Web Design: 6
 - Large Scale Print: 2
 - Misc: 5
- Examples:



Paid Advertising

- Facebook Display: 42
- Facebook Boosted: 7
- Facebook Page Promo: 1
- Google: 1
- Pulse Point: 2
- StackAdapt: 8
- Other: 8
 - ADK Sports
 - Canadian TV Contest
 - Capital Region Living
 - 585 Magazine
- Total Impressions (Facebook + Google): 6,543,178
- Total StackAdapt Impressions: 2,024,782
- Total Sessions: 56,978
- Total StackAdapt Sessions: 11,804

Special Projects:

- Executed the Annual Leisure Travel Survey. The results of this survey are used to guide the marketing program
- Saranac Lake Downtown Revitalization Initiative (DRI): Jim Mckenna co- chaired committee and accomplished an implementation plan for the \$10 million award.

Covid19 Initiatives:

Hosting bi-monthly calls (currently hosted 6 calls) to keep the region informed on current events from the state, county and public health as well as information on reopening phases and guidelines and training.

Created a tool kit for individual businesses in the region to use on their websites and social media, as well as Saranac Lake Politely Adirondack signage: <https://www.roostadk.com/toolkit>

Executing the Community JumpStart Campaign to engage community members with businesses reopening: [Saranac Lake](#)

Created a Travel Update- what you need to know on Saranaclake.com to better inform travelers of what to expect when traveling into the region
<https://www.saranaclake.com/travel-updates>

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

SUBJECT: Publicity Services

Date: 06/22/20

DEPT OF ORIGIN: Trustees Little & Shapiro

Bill # 64-2020

DATE SUBMITTED: 06/017/20

EXHIBITS: Recommendation

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED: \$

SUMMARY STATEMENT:

A resolution to designate Publicity Services funding for community enhancement projects that promote destination development.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE CATILLAZ _____

TRUSTEE LITTLE _____

RESOLUTION TO APPROVE FUNDING FOR COMMUNITY ENHANCEMENT PROJECTS

WHEREAS, the Village Budget includes a line for Publicity Services with \$12,500 for “marketing services”; and

WHEREAS, the Downtown Advisory Board, Arts and Culture Advisory Board, and Parks and Trails Advisory Board have submitted a recommendation to the Village Board of Trustees to request that these funds be used for community enhancement projects that promote destination development; and

WHEREAS, the Village has several adopted plans that recommend a variety of community enhancement projects that promote destination development, including the Downtown Strategic Investment Plan (2019), Park Vision Plan (2018), Arts and Culture Master Plan (2018), Bicycle and Pedestrian Trail Master Plan (2013); and

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees hereby approves the recommendation of the three advisory boards to designate \$12,500 under Publicity Services in the Village Budget toward community enhancement projects identified in adopted plans that will lead to destination development within the village.

Recommendation to Create a Community Enhancement Fund

Background/Justification

1. VSL budget was adopted on April 13, 2020
2. Budget line for DAB: \$500
3. Budget line for Publicity Services: \$15,000 (\$12,500 for “marketing services”)
4. VSL has three advisory boards: DAB, PTAB, ACAB

Occupancy tax collected by Franklin and Essex Counties is used for the purpose of marketing and promotion. The Village of Saranac Lake has benefited from the Essex County occupancy tax since 2000 and from Franklin County’s occupancy tax since 2015. Combined both counties collect more than \$3 million in occupancy tax annually. Does an additional \$12,500 of Village of Saranac Lake tax payer dollars need to go to support a cause that has an ample budget? Or could local tax payer dollars be spent to improve the economic vitality of the community by enhancing the experience of Saranac Lake through the implementation of local destination development projects that benefit residents and visitors alike?

The Village adopted the following plans which include recommendations for various destination development projects in public spaces:

- Downtown Strategic Investment Plan (2019)
- Park Vision Plan (2018)
- Arts and Culture Master Plan (2018)
- Bicycle and Pedestrian Trail Master Plan (2013)

The three Village advisory boards help facilitate implementation of these four plans. There are many projects and recommendations in these plans that would enhance public spaces for both visitors and residents. Some projects have been implemented with grant funding, but there are many more projects that could move forward with smaller investments. Examples of such projects include:

- Public art installations
- Branded downtown district signage
- Entrance signs for the village
- Updated maps for the wayfinding signs that incorporate the Decidedly Different brand
- More park furniture, such as movable tables and chairs or swing benches
- Branded bike hoop racks in more parks
- Concrete games in parks (e.g. ping pong or cornhole)
- Updated playground equipment
- Landscaping enhancements in parks
- Car top boat launch at Lake Colby

The Downtown Advisory Board (DAB), Arts and Culture Advisory Board (ACAB), and Parks and Trails Advisory Board (PTAB) asks that marketing costs be covered by the occupancy tax while giving the advisory boards the opportunity to implement real, tangible projects that have an immediate direct impact on the village.

Recommendation

The DAB, ACAB, and PTAB recommend that \$12,500 under Publicity Services in the Village Budget be redirected from “marketing services” to a “Community Enhancement Fund.” Each Advisory Board works to implement an adopted community plan that contains goals and recommendations. Under the direction of the Community Development Department, the Advisory Boards will identify priority projects to be implemented through the Community Enhancement Fund. All recommended projects will be tied directly to the adopted plans, which were developed with robust community input, and be approved by the Village Board of Trustees.

**RESOLUTION AUTHORIZING VILLAGE MANAGER TO EXECUTE REVISED
CDBG ECONOMIC DEVELOPMENT PROJECT AGREEMENT BETWEEN VILLAGE
OF SARANAC LAKE AND SARANAC LAKE RESORT**

WHEREAS, the Village has entered into a Grant Agreement with the New York State Housing Trust Fund Corporation (“HTFC”) through the New York State Office of Community Renewal (OCR) to administer and distribute funds for the Saranac Lake Resort Project (“Project”) awarded under the New York State Community Development Block Grant (CDBG) Program (“Program”) (Award #1029ED926-19, awarded to the Village on March 11, 2019) for eligible Economic Development activities sponsored by the Saranac Lake Resort Owner LLC (“Owner”) and selected for funding support in accordance with applicable CDBG Program guidelines; and

WHEREAS, the Village must administer the distribution of CDBG funds to the Owner, for eligible Project activities in accordance with all the terms and conditions of their separate Grant Agreement with the HTFC (Attachment 1 in Project Agreement), and the federal and state regulations promulgated there-under, and the HTFC’s and/or OCR’s applicable rules, regulations, policies and procedures, as amended from time to time for the NYS CDBG Program; and

WHEREAS, the Owner intends to construct a year-round hotel and resort-style lodging facility with various funding sources and use the CDBG funding awarded to the Village to assist with the purchase of furnishings, fixtures, and equipment (FFE) needed for the new hotel. The List of FFE, as submitted by the Owner to the Village for the Village’s original CDBG Application, is included as Attachment 2-Scope of Work in the Agreement. Such List will be revised as necessary and attached to the Agreement as the Owner proceeds with actual purchases of FFE that is acceptable to the Village and the OCR; and

WHEREAS, the Project location for the purchase of FFE governed by this Project Agreement shall be 250 Lake Flower Avenue, Saranac Lake, NY 12983; and

WHEREAS, due to disruptions to the project schedule caused by COVID-19 the Owner has requested that the Village of Saranac Lake amend the grant reimbursement procedure outlined in the original Project Agreement which will allow the Owner to receive the grant funding first and supply documentation of job creation later; and

WHEREAS, a revised Project Agreement is proposed (see Exhibit) which changes the reimbursement procedure so that the Village will reimburse the Lake Flower Resort for the purchase of FFE based on job creation targets at a rate of \$15,000 per FTE after all documentation of purchases has been submitted and approved, and the Owner agrees to provide documentation of job creation as outlined in the attached Agreement before the contract end date;

THEREFORE, BE IT RESOLVED that the Village Board of Trustees authorizes the Village Manager to execute the revised Project Agreement between the Village of Saranac Lake and the Saranac Lake Resort.

Village of Saranac Lake

Saranac Lake Resort Project

NYS Community Development Block Grant (CDBG) Program
CDBG Award #1029ED926-19

PROJECT GRANT AGREEMENT WITH CONDITIONS

This Project Grant Agreement With Conditions ("Agreement") is made effective as of the day of ____, 2019, by and between the Village of Saranac Lake ("Village"), with an office at 39 Main Street, Suite 9, Saranac Lake, NY 12983, and Saranac Lake Resort Owner LLC, ("Owner"), residing at or having a principal place of business at 1936 Saranac Avenue, Suite 2-132, Lake Placid, NY 12946.

WITNESSETH:

WHEREAS, the Village has entered into a separate Grant Agreement with the New York State Housing Trust Fund Corporation ("HTFC") through the New York State Office of Community Renewal (OCR) to administer and distribute funds for the Saranac Lake Resort Project ("Project") awarded under the New York State Community Development Block Grant (CDBG) Program ("Program") (Award #1029ED926-19, awarded to the Village on March 11, 2019) for eligible Economic Development activities sponsored by the Owner and selected for funding support in accordance with applicable CDBG Program guidelines; and

WHEREAS, the use of "HTFC" and "OCR" in this Agreement and any other correspondence to the Owner are interchangeable and intended to refer to the State of New York and the agency or agencies with legal and regulatory jurisdiction over the CDBG funding awarded to the Village; and

WHEREAS, the Village must administer the distribution of CDBG funds to the Owner, for eligible Project activities in accordance with all the terms and conditions of their separate Grant Agreement with the HTFC (**Attachment 1**), and the federal and state regulations promulgated there-under, and the HTFC's and/or OCR's applicable rules, regulations, policies and procedures, as amended from time to time for the NYS CDBG Program.

WHEREAS, the Owner intends to construct a year-round hotel and resort-style lodging facility with various funding sources and use the CDBG funding awarded to the Village to assist with the purchase of furnishings, fixtures, and equipment (FFE) needed for the new hotel. The List of FFE, as submitted by the Owner to the Village for the Village's original CDBG Application, is made a part of this Agreement as **Attachment 2-Scope of Work**. Such List will be revised as necessary and attached hereto as the Owner proceeds with actual purchases of FFE that is acceptable to the Village and the OCR; and

WHEREAS, the Project location for the purchase of FFE governed by this Project Grant Agreement shall be 250 Lake Flower Avenue, Saranac Lake, NY 12983; and

NOW, THEREFORE, the Village and the Owner agree as follows:

1. Term.

The period of performance for all FFE purchases to be assisted pursuant to this Project Grant Agreement shall be the applicable expiration date (03/08/21) of the Village's CDBG Economic Development Program award, unless otherwise extended by the HTFC upon written request of the Village on behalf of the Owner, or if sooner terminated as provided for herein.

2. Owner's Representations.

The Owner hereby expressly represents that he/she/it is the Owner of the property and premises designated herein as the final location for the **FFE** to be purchased with CDBG funding in accordance with the attached List, and that, as the Owner, he/she/it has all lawful corporate and legal authority required to execute this Agreement, which shall be binding upon the Owner and/or its successors and assigns.

3. Project Costs.

- a) The Owner is required to obtain a minimum of two (2) itemized price quotes for all FFE to be purchased to establish the reasonableness of all project costs to be reimbursed through CDBG Program funding. Quotes should be obtained within three (3) months prior to their actual purchase date, or as close to the actual purchase date as reasonably feasible but no later than three months prior.

The process of obtaining price quotes shall be free of collusion or intimidation. All quotes shall be provided to the Village by the Owner. The Village will advise the Owner of acceptability of proposed **FFE** costs.

- b) If certain FFE desired to be purchased by the Owner has only one (1) available or suitable supplier, or the Owner believes that only a single supplier can meet the Owner's specifications for that type of **FFE**, the Owner will provide a written explanation of why the Village should consider "sole source" procurement of the applicable FFE to be purchased with CDBG funding.
- c) Family members of the Owner and/or principals of the Owner or firms associated with the Owner shall not be involved in the management or control of any firms providing quotes for the desired **FFE**.
- d) The Village agrees to pay the Owner for up to 100% of eligible **FFE** purchase costs described in the agreed upon List under Attachment 2-Scope of Work, per the Grant funding maximum specified in 3.e) below. Any modification, amendment or rescission of FFE costs must be requested in writing to the Village and approved in writing by the Village prior to any final grant payment to the Owner.
- e) The maximum amount of CDBG Program funds to be provided to the Owner is **SEVEN HUNDRED THIRTY-FOUR THOUSAND AND 00/100 DOLLARS (\$734,000.00)**, based on maximum funding amounts established by CDBG Program guidelines and necessary to cover eligible Project costs as budgeted in the Village's CDBG Economic Development Program award.

4. **Reimbursement.**

- a) The Village will make one or more payments to the Owner, not to exceed the amount of total funding in Section 3.e), to reimburse the Owner for eligible FFE purchases incurred for the Project. Said payment(s) will only occur after written request from the Owner, to be approved by the Village Board of Trustees and only after all relevant project documents have been executed by the Village and the Owner.
- b) Such payment(s) will be subject to the Job Creation Requirements of \$15,000 in CDBG funding per full-time or full-time equivalent (FTE) Job Created, and that 51% or more of those Jobs are held by or made available to members of low-and-moderate income households in accordance with applicable Income Limits established by HUD for the CDBG Program and adjusted for family size for non-metropolitan areas of New York State, and periodically updated by HUD.

For purposes of this Agreement, one (1) FTE Job is created when the hours worked for any number of part-time Jobs equals at least 2,080 hours per year, per the NYS Office of Community Renewal.

- c) The Owner will submit written evidence of the Job Creation Requirements having been met, in full, no later than the date of the expiration of the Village's Grant Agreement with the OCR. The evidence shall be submitted and approved by the Village using only forms prescribed by the Village and acceptable to the OCR, as applicable.
- d) Non-compliance with the Job Creation Requirements as outlined in 4.b) above is further described in Section 12 of this Agreement.
- e) The Income Limits effective at the time this Agreement is executed are included as **Attachment 4-Household Income Limits** and will be updated and provided to the Owner when HUD issues new Income Limits on an annual or periodic basis.
- f) The Village will NOT use any local funds, General Funds, Escrowed Funds, Fund Balance, other local accounts, or any short-or long-term borrowed funding to reimburse the Owner for eligible Project Costs. The Village will seek payment of CDBG Grant funding using drawdown forms and following applicable grant disbursement policies provided by the OCR only after acceptable FFE costs have been incurred by the Owner and supporting invoice and payment documentation as outlined in this Agreement has been submitted to the Village. The Village does not have any control or influence regarding the timeliness of Grant drawdowns once the applicable forms have been submitted to the OCR.
- g) The Job Creation Requirements under this Agreement will be tied to the Job Creation figures previously supplied by the Owner to the Village and included in the Final CDBG Funding Application submitted to the NYS Office of Community Renewal, dated February 1, 2019 and revised on February 7, 2019 and labeled as **Attachment 3-Job Creation Requirements.**
- h) The Owner shall execute a Lien to benefit the Village and further agrees to same being recorded in the Essex County Clerk's Office. The Lien shall serve as a lien against the

Owner's property. The Village shall provide the Owner a discharge of the Lien in recordable form within thirty (30) days of the Owner providing the Village certified supporting Jobs and applicable household income or related employment advertising documentation acceptable to the Village or NYS Office of Community Renewal to satisfy the Job Creation Requirements, as referenced in Section 4.b) and Attachment 3, under this Agreement, unless either the Village or NYS Office of Community Renewal provides the Owner with written notice that said documentation is unacceptable. The Owner shall have the right to resubmit information and documentation to challenge or cure any rejection by either the Village or NYS Office of Community Renewal of the certified supporting Jobs and applicable household income or related employment advertising documentation to satisfy the Job Creation Requirements as referenced in Section 4.b) and Attachment 3 of this Agreement.

- i) To substantiate the FFE purchase costs eligible for CDBG payment, the Owner must provide written sales contracts, purchase orders, supplier invoices, bank statements, copies of cleared payment checks, and/or any other documents deemed necessary by the Village to maintain effective internal fiscal controls. Cash payments made by the Owner for FFE will not be reimbursed under any circumstances. "Quotes," "Estimates," "Proposals," or other forms of proposed pricing that does not incur an actual expenditure or result in an actual payment made by the Owner will not be acceptable as proof of payment for FFE.
- j) The Owner agrees to indemnify, defend and hold harmless the Village for any repayment obligations which become the Village's responsibility based upon the Owner's failure to satisfy the Job Creation Requirements and associated documentation related thereto set out in Attachment 3 hereto.

5. Inspection of FFE.

The Owner agrees that the Village during the effective term of this Agreement, upon written request, shall have access to the Project Site or other appropriate premises such as a temporary storage facility for the purpose of reviewing any FFE items submitted to the Village for reimbursement.

6. Regulatory Period.

The Owner, during the effective term of this Agreement and at a minimum until the Grant Expiration Date (03/08/21) of the Village's CDBG Grant Agreement (or any approved modifications or extensions to this Agreement approved by the OCR), shall take all necessary steps to ensure that the FFE purchased under the Project is maintained in good condition and used for the purposes intended when the Village and Owner entered into this Agreement.

The Owner agrees that in the event of any non-compliance or event of default outlined under Section 12 of this Agreement during the Regulatory Period described above, the amount of grant funds distributed shall be subject to repayment to the Village, as further described in Section 12, within 45 days of the Village notifying the Owner of a non-compliance event.

7. Reports and Access to Records.

During the Term and the Regulatory Period as set forth in this Agreement (expiring 03/08/21), the Owner agrees to provide the Village with reports or records in such form, content, and frequency as required by the Village and/or the NYS Office of Community Renewal, including any job hiring records, advertisements, income and household information collected from job applicants, and/or any other confidential household information necessary to meet the CDBG Job Creation Requirements to be reported by the Village to the OCR on an annual or semi-annual basis during the Regulatory Period and after all project activities have been completed but before the OCR formally closes out the CDBG Award. The Village shall keep all information collected from employment applications confidential and each party to this Agreement shall indemnify the other from any losses and/or claims that may arise as a result of a breach in confidentiality.

8. Termination.

In the event the NYS CDBG Program shall for any reason cease to exist or terminate prior to the completion of the work to be performed as specified in this Agreement, or in the event the ownership of the Project materially changes, as determined by a designated representative of the Village, (as determined by a designated representative of the Village) prior to the completion of such work, the Village may terminate its obligation(s) hereunder to the Owner and require repayment by the Owner for the cost of any work satisfactorily completed and paid with CDBG funding prior to the date of any such termination. Upon such payment to the Village, the Owner shall be released and discharged from any further claim on behalf of the Village pursuant to this Agreement.

9. Compliance with HUD and Village of Saranac Lake Section 3 Policy.

The Owner agrees to read, review, and abide by the Section 3 Clause provided by the U.S. Department of Housing and Urban Development ("HUD") and the separate Section 3 Policy adopted by the Village of Saranac Lake in terms of "good faith efforts" to utilize local labor and Section 3-eligible contractors, subcontractors, suppliers, and other vendors in the process of constructing and furnishing the Project, as applicable to those adopted policies. The Owner will provide information regarding any compliance efforts with respect to Section 3 to the Village upon request for the Village to report on such compliance efforts to HUD and/or the NYS Office of Community Renewal. Said Section 3 information and/or regulations and policies pertaining to this Project is included in **Attachment 5-Section 3 Information**.

10. Compliance with Local Laws and Codes.

Any contract or agreement to be executed relative to the work contemplated by this Project Agreement as well as the completion of the Project including all site and building construction activities related to the Project shall require that the Owner give all notices required by, and comply with, all applicable laws, ordinances, regulations and codes of the Village of Saranac Lake, the State of New York, and the United States of America, including but not limited to 2 CFR Part 200 Appendix II and 24 CFR Parts 570, and shall at its own expense, secure and pay the fees or charges for all applicable permits required for the performance of all such Project work.

11. Notice of Investigation or Default.

The Owner shall notify the Village within five (5) calendar days after obtaining knowledge of: (i) the commencement of any investigation or audit of his/her/its activities by any other governmental agency; or (ii) the alleged default by the Owner under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Project; or (iii) allegation of ineligible or prohibited activities. Upon receipt of such notification, the Village and/or the HTFC or OCR may, in its discretion, withhold or suspend payment of CDBG Program funds for a reasonable time period while a review of activities and expenditures is conducted. Saranac Lake Resort Owner will be allowed thirty (30) calendar days to rectify the alleged default prior to any termination of grant funding.

12. **Default.**

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Village to make any further payment (if applicable) of CDBG funds shall, if the Village so elects, terminate, and the Village may, at its discretion, exercise any of the remedies set forth herein; provided, however, that the Village may make payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further payment(s).
- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Owner fails as determined by a designated representative of the Village, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, and the CDBG Program policies and procedures established by the HTFC and/or the OCR, and including the Job Creation Requirements as outlined in this Agreement;
 - (ii) if at any time any representation or warranty made by the Owner regarding **FFE** to be purchased or related Project Costs, or any other aspect pertaining to grant reports, Job Creation Requirements, or other CDBG Program policies and regulations, shall be incorrect or materially misleading;
 - (iii) if the Owner has failed to commence the purchase of **FFE** as specified in Attachment 2-Scope of Work within the Term of this Agreement, or if the FFE purchased by the Owner is deemed as ineligible or not qualified for reimbursement by the Village and/or the OCR, as outlined in Section 1 of this Agreement.
 - (iv) If the Owner fails to provide the Village satisfactory written evidence of meeting the Job Creation Requirements described in Section 4.b) and outlined in detail in Attachment 3, no later than the expiration date of the Grant Agreement between the Village and the OCR, and/or no later than any other date agreed upon by the Village and the OCR and provided in writing to the Owner.
- (c) Upon the occurrence of an Event of Default, the Village may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Village from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Owner is given at least 15 business days prior written notice of the Village's intent to terminate.

- (ii) Withhold or suspend payment of CDBG Program funds to the Owner.
- (iii) Payment to the Village ("recapture") of CDBG Program funds previously disbursed to the Owner, within 45 days of written notice to the Owner of the Event of Default and subsequent demand for the recapture of funds.

Such recapture of CDBG Program funds as described in this Section (iii) may be pro-rated at the discretion of the Village, for any Full-time and/or FTE Jobs actually created by the Owner and documented satisfactorily to the Village, using the formula and procedures outlined in Section 4 of this Agreement and only upon final approval by the OCR to allow the receipt of recaptured funds that may be an amount less than the total amount of CDBG funding that the Village previously paid to the Owner.

- (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Owner to suspend, discontinue or refrain from incurring additional Project Costs for any activities in question or requiring the Owner to reimburse the Village and/or the HTFC for the amount of CDBG Program funds previously expended or used in an unauthorized manner or for any unauthorized purpose, as determined by the Village and/or HTFC.
- (d) In the event this Agreement is terminated by the Village for any reason, or after the final and official Closeout of the Village's CDBG Economic Development Program award by the Office of Community Renewal, the Village shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Village of its obligation to pay for services properly performed by the Owner prior to such termination. Notwithstanding any such termination or Grant Closeout, the Owner shall remain liable to the Village for any unspent CDBG Program funds up to the maximum amount authorized under this Project Agreement (\$734,000), the expenditure or use of Program funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Owner.

The Village shall have the right, at any time prior or subsequent to any such termination or Closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and the Lien described in Section 4.h), to recapture CDBG Program funds which are unspent, expended, or used in an unauthorized manner or for unauthorized or ineligible purposes.

13. Indemnification.

Any contract or agreement to be executed in furtherance of this Agreement shall require any vendor, contractor, or subcontractor to defend, indemnify and hold harmless the Owner, the Village of Saranac Lake and the HTFC and/or NYS Office of Community Renewal from liability for any claim for injury or damages to persons including the contractor and his/her employees, subcontractors and agents, or property, resulting from any work performed under this Agreement.

14. Anti-Job Pirating.

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

15. Assignment.

The Owner shall not assign this Agreement under any circumstances.

16. Waiver of Liability.

Nothing in this Agreement nor any act of the Village, the HTFC, and OCR, including but not limited to, an inspection of work, approvals given, permits issued or payments made, shall be construed as a warranty for the Project activities to be performed under this Agreement, and the Owner hereby expressly waives any such claim.

17. Modification and Amendment.

This Agreement shall be construed under the laws of the State of New York and may be modified or amended only by a written instrument executed by both the Owner and the Village of Saranac Lake.

18. Attachments.

The following Attachments are hereby incorporated into this Project Agreement and the Owner shall adhere to the provisions contained therein.

- Attachment 1 - CDBG Grant Agreement
- Attachment 1 - Scope of Work
- Attachment 3 - Job Creation Requirements
- Attachment 4 - Household Income Limits
- Attachment 5 - Section 3 Information

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Village of Saranac Lake

**Saranac Lake Resort Owner LLC
By Saranac Lake Resort, LLC, its Manager**

Signature - _____

Signature - _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date: