VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
REGULAR MEETING AGENDA 5:30PM
Monday February 25, 2019
Roberts Rules of Order will be in Effect for this Meeting

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. SPECIAL GUESTS
St Joseph's Addiction Treatment & Recovery Centers Staff

C. AUDITING
a. Pay Vouchers
b. Approve Minutes 2-11-2019

E. PUBLIC COMMENT PERIOD
Jeff Branch
Kelly Burnette

F. CORRESPONDENCE- Letter – New York State Parks, Recreation and Historic Preservation

G. ITEMS F0R BOARD ACTION

BILL	**24**	**2019**	**Support Senator Betty Little's Bill – Civil Service Law Allowing Retired State Police to Work as Part-Time Police**
BILL	**25**	**2019**	**Select Engineer for Wastewater Treatment Plant Disinfection & Secondary Process Upgrades**
BILL	**26**	**2019**	**Section 3 Compliance Plan**
BILL	**27**	**2019**	**Travel and Training Sewer Plant Employee**
BILL	**28**	**2019**	**Sign Cleaner, Greener Communities Multi County Implementation Plan**
BILL	**29**	**2019**	**Support for Citizens Advocates**
BILL	**30**	**2019**	**Authorize Travel and Training Code Enforcement**

H. OLD BUSINESS

I. NEW BUSINESS

J. ITEMS FOR DISCUSSION

K. 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.

St. Joseph's Earns 7th Best Companies Recognition

St. Joseph's Addiction Treatment & Recovery Centers, based in Saranac Lake, has received recognition from the Society for Human Resources Management (SHRM) as one of the Best Companies to Work for in New York State for 2019.

The Society for Human Resources Management, the world's largest association devoted to human resources, created the Best Companies survey to evaluate and rank the best places of employment whose practices benefit the State's businesses, economy, and workforce.

This year's award is the seventh Best Companies designation for St. Joseph's; a distinction realized by just a small number of companies. The agency is also one of a small number of not-for-profit organizations to be recognized seven times as a Best Company since the survey began in 2007. This most recent recognition is also, according to St. Joseph's Chief Talent Officer Katie Kirkpatrick, "A reflection of a company philosophy that includes such factors as a compassionate mission, competitive salaries, benefits, professional development, and an appreciation for work/life balance."

"Since our founding 48 years ago, St. Joseph's has helped thousands of individuals and their families recover from addiction," Kirkpatrick says, "Now, with the unrelenting heroin and opioid epidemic, our work has become more challenging, and also far more rewarding. This award, therefore, is also a much-deserved recognition of our staff's hard work and commitment to St. Joseph's mission."

In fact, according to a recent New York Times article, "New numbers from the Centers for Disease Control and Prevention show that drug overdoses killed more than 70,000 Americans in 2017, a record. Overdose deaths are higher than deaths from H.I.V., car crashes or gun violence at their peaks. The data also show that the increased deaths correspond strongly with the use of synthetic opioids known as fentanyls."

As St. Joseph's CEO, Bob Ross, notes, "The epidemic is particularly significant in the North Country. At St. Joseph's, our Inpatient admissions have experienced a 90% increase in heroin / opioid diagnoses in the last year, while our outpatient services have witnessed a 200% increase in similar diagnoses."

Kirkpatrick adds, "With the changing nature of addiction, the Best Companies process, which includes a detailed employee survey which covers a wide range

of staff interests, including workplace resources, compensation, and job satisfaction, provides us with an even greater opportunity to hear directly from our employees about how they feel about the work they do and the environment in which they serve our clients," She continues. "The feedback we receive is invaluable and has helped us enhance communications, our physical workspaces, and many other qualities essential to keeping St. Joseph's a rewarding place to build a career." She also notes that St. Joseph's acting on staff input has contributed to the agency's low turnover rate of just 6% for the year.

Founded in 1971, St. Joseph's provides drug and alcohol addiction treatment for approximately 400 individuals and their families each year at the agency's Inpatient and Veterans facilities in Saranac Lake, approximately 1,000 clients annually through their eight outpatient sites located in Franklin, Essex, and St. Lawrence Counties, and some 130 adolescents throughout the year at their Rose Hill campus in Massena.

St. Joseph's also recently purchased the former Swift Lumber property on John Munn Rd. in the Village of Saranac Lake which, when renovations are completed which is anticipated in late 2019, will provide three services: a detoxification unit, 24/7 Open Access Center to help direct people to addiction treatment services by delivering immediate engagement, assessment, and referral services for people suffering from a substance use disorder; and which will also be the site of the expanded St. Joseph's Saranac Lake Outpatient Clinic. This project will create an additional 12 permanent health care positions at St. Joseph's for the Saranac Lake community.

The agency also operates aftercare facilities in Schenectady and Poughkeepsie.

In addition, a supportive housing program for individuals and families in recovery from addiction has been established in Malone, with similar services planned for the communities of Ticonderoga, Massena, and Elizabethtown.

And in 2018, the agency received the TeleHealth Innovator Award for its work in connecting residents of the rural North Country with treatment.

Earlier this year, St. Joseph's Veterans treatment program received certification as an Andrus Institute Certified Sanctuary program, the first in the United States for a veterans treatment program. The Sanctuary Model provides

an evidence-supported approach to creating a trauma-informed community.

St. Joseph's employs a staff of 240, most of whom are residents of the Tri-Lakes, operates a nearly $15 million annual budget, and generates an estimated $30 million in positive economic impact to the local economy.

REGULAR MEETING OF THE BOARD OF TRUSTEES
February 11, 2019

An auction was held for 400 Broadway. There were no live bidders. At the close of the auction one sealed bid was received.

ROLL CALL FOR REGULAR MEETING: Present: Mayor Clyde Rabideau
Trustees: Paul Van Cott, Patrick Murphy, Richard Shapiro and Melinda Little.
Also present: Village Manager, John Sweeney, Village Treasurer, Elizabeth Benson and Community Development Director, Jamie Konkoski, and Village Clerk, Kareen Tyler.
Everyone stood for the pledge of allegiance.

AUDITING:
Chair Rabideau called for a motion to approve payment for the 2019 budget
$ 102,674.39 voucher number 11040819 to 11040818 complete detail of these vouchers is attached and made part of these minutes.
Motion: Little Second: Van Cott
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Chair Mayor Rabideau called for a motion to approve minute of 1-28-2019 and 2-4-2019
Motion: Shapiro Second: Little
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

PUBLIC COMMENT PERIOD:
Dustin Martin, Teamster Union Representative came before the board, not to negotiate, simply to present information regarding the wages for surrounding communities. The information is attached and made part of these minutes.

ITEMS FOR BOARD ACTION:
Bill 19-2019 Authorize Contract with Mountain Medical
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Motion: Van Cott Second: Little
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Bill 20-2019 Rescind Bill #18-2019 AIM Funding
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Motion: Van Cott Second: Little
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Bill 21-2019 Use of Equipment –Replacement of Groomer
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Motion: Little Second: Shapiro
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Bill 22-2019 Approve the Replacement of Fence in William Morris Park
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Motion: Van Cott Second: Little
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Bill 23-2019 Authorize Contract with North Woods Engineering
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Motion: Little Second: Van Cott
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

OLD BUSINESS: No old business

NEW BUSINESS: Mayor Rabideau thanked all the volunteers and village staff for a job well done making a fabulous Winter Carnival.

ITEMS FOR DISCUSSION: Jamie Konkoski, Community Development Director updated the board on the Climate Smart Community Committee work. A copy is attached and made part of these minutes

EXECUTIVE SESSION:
Chair Rabideau called for a motion to enter into executive session for – the proposed acquisition/sale/lease of real property when publicity might affect value.
Motion: Van Cott Second: Little
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Chair Rabideau called for a motion to return to regular session.
Motion: Shapiro Second: Little
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

MOTION TO ADJOURN
Chair Rabideau called for a motion to adjourn
Motion: Little Second: Murphy
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Respectfully submitted,
Kareen Tyler, Village Clerk

NEW YORK STATE OF OPPORTUNITY.
Parks, Recreation and Historic Preservation

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

February 4, 2019

Mr. Clyde Rabideau
Mayor
Village of Saranac Lake
39 Main Street
Saranac Lake, NY 12983

Re: Hotel Saranac
100 Main Street
Saranac Lake, NY
Franklin County

Dear Mr. Rabideau:

Following a detailed review, the State Review Board has recommended to the Commissioner of Parks, Recreation and Historic Preservation, who is the New York State Historic Preservation Officer (SHPO), that the property identified above be listed on the New York State Register of Historic Places and nominated to the National Register of Historic Places.

After reviewing the nomination, the SHPO has agreed with the recommendation of the State Review Board and has listed the property on the State Register of Historic Places. We shall now forward the nomination to the Keeper of the National Register in Washington, D. C.

If the Keeper of the National Register approves the nomination, the property will be listed on the National Register. You will be notified when this decision is made.

Information about the results of State and National Register listing were included in our earlier notification letter. If you have any further questions, please contact your field representative Bill Krattinger, at the ***Division for Historic Preservation***, (518) 268-2167.

Sincerely,

Roger Daniel Mackay

R. Daniel Mackay
Deputy Commissioner for Historic Preservation and
Deputy State Historic Preservation Officer

Business of the Village Board
Village of Saranac Lake

SUBJECT: Amend Civil Service Law

Date: 2-25-2019

DEPT OF ORIGIN: Mayor Rabideau

Bill # 24 -2019

DATE SUBMITTED: _

EXHIBITS: _____

APPROVED AS TO FORM:

_____
Village Attorney

_____
Village Administration

EXPENDITURE REQUIRED	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:

Support amendment of Civil Service Law in relation to employment of retired members of the division of state police as part-time officers in certain Villages in Franklin County.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

NEW YORK
STATE
SENATE
ALBANY, NEW YORK 12247

February 1, 2019

Ms. Kareen Tyler
Village Clerk
Village of Saranac Lake
39 Main Street, Ste. 9
Saranac Lake, New York 12983

Dear Ms. Tyler:

A Home Rule Request is needed for Senate Bill S.1942/Assembly Bill A.1602.

I am enclosing 8 Home Rule Request forms which need to be filled out. You also have the option to complete the forms online at www.nysenate.gov. Once on the site, scroll down to the very bottom. You will see "home rule form" option in the middle. Click on it and it will take you to the form. Please remember that the 8 forms must be printed on 8.5" x 14" paper and they all must have original signatures and original seals. As you know, the Village Board needs to meet and you need to include the Senate and Assembly bill numbers. The instructions are on the back of the form.

When completed, please send all 8 forms to my attention at:

Office of Senator Betty Little
Room 711B
Legislative Office Building
Albany, NY 12247
Attention: Carmella R. Mantello

If you have any questions you can email me at mantello@nysenate.gov or call me at 455-2811.

Thank you for your attention to this matter.

Sincerely,

Carmella R. Mantello
Legislative Director

Cc: Anthony Macerola – Assemblyman Jones Office

PRINTED ON RECYCLED PAPER

STATE OF NEW YORK

1942

2019-2020 Regular Sessions

IN SENATE

January 17, 2019

Introduced by Sen. LITTLE -- read twice and ordered printed, and when printed to be committed to the Committee on Civil Service and Pensions

AN ACT to amend the civil service law, in relation to employment of retired members of the division of state police as part-time police officers in certain villages in the county of Franklin

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section 58 of the civil service law is amended by adding a
2 new subdivision 1-a to read as follows:
3 1-a. Notwithstanding any provision of law to the contrary, including
4 any other provision of this section, the board of trustees of the
5 villages of Malone, Saranac Lake and Tupper Lake, in the county of
6 Franklin, may authorize the appointment and employment, without examina-
7 tion or compliance with any other requirement of this section, as a
8 part-time police officer with its village police department, of any
9 retired former member of the division of state police.
10 § 2. This act shall take effect immediately.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [ ] is old law to be omitted.

LBD03530-01-9

PRINTED ON RECYCLED PAPER

NEW YORK STATE SENATE
INTRODUCER'S MEMORANDUM IN SUPPORT
submitted in accordance with Senate Rule VI. Sec 1

BILL NUMBER: S1942

SPONSOR: LITTLE

TITLE OF BILL:

An act to amend the civil service law, in relation to employment of retired members of the division of state police as part-time police officers in certain villages in the county of Franklin

PURPOSE:

This bill would allow the employment of retired state police officers as part-time municipal police officers in the county of Franklin.

SUMMARY OF PROVISIONS:

Section one amends section 58 of the civil service law by adding a new subdivision 1-a to authorize the board of trustees of any village in Franklin County to employ, without examination as a part-time police officer, any retired member of the state police.

Section two contains the effective date.

JUSTIFICATION:

This bill has been requested by the county of Franklin, and the villages of Saranac Lake, Malone and Tupper Lake so that they can have the flexibility to hire part-time police officers to meet the safety and fiscal needs of the community.

LEGISLATIVE HISTORY:

2017-18: S.752/A.5806: Senate Rules Committee; Assembly Governmental Employees

2015-16: S.4317-A Passed Senate; A.6349-A Referred to Governmental Employees

FISCAL IMPLICATIONS:

None.

EFFECTIVE DATE:
This act shall take effect immediately and the rules and regulations required by section one of this act shall be implemented within 120 days of such date.

Business of the Village Board
Village of Saranac Lake

SUBJECT: RFP selection Engineer based upon submissions for Wastewater Treatment Plant Disinfection and Secondary
FOR AGENDA OF 2-25-19

DEPT OF ORIGIN: Manager BILL # 25-2019

DATE SUBMITTED: 2-21-19 EXHIBITS: yes

APPROVED AS TO FORM:

Village Attorney Village Administration

EXPENDITURE REQUIRED: $767,170.00 AMOUNT BUDGETED: APPROPRIATION REQUIRED:

SUMMARY STATEMENT

The Village of Saranac Lake requested RFP for engineering services for 2019 Wastewater Treatment Plant Disinfection and Secondary Process Upgrades. Upon review and scoring of 6 responding engineering services Village Staff presents the selection criteria and scoring.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: SECONDED BY:

VOTE ON ROLL CALL:

MAYOR RABIDEAU

TRUSTEE LITTLE

TRUSTEE MURPHY

TRUSTEE SHAPIRO

TRUSTEE VANCOTT

Selection for Engineering Services for Waste Water Treatment Plant Disinfection and Secondary Process Controls

WHEREAS, The Village of Saranac Lake requested RFP for engineering services for the Wastewater Treatment Disinfection and Secondary Process Controls

WHEREAS, the RFP requirements as outlined for the RFP have been established by NYSDEC and approved of the UV Disinfection engineering report, submitted June 20, 2017, NYSDEC approved this plan for design July 2018.

WHEREAS, Six Engineering Firms submitted proposals outlining proposals based upon

1. **Experience**
2. **Approach**
3. **Pricing**
4. **Completeness of proposal**

WHEREAS, Village Staff along with the Essex County Environmental Manager reviewed the proposals

WHEREAS, Upon Review the Village Staff recommends the selection of AESNortheast Engineering based upon review of proposals.

NOW THEREFORE Be It RESOLVED; the Village Board approves the selection of AES NORTHEAST and authorizes the Staff to fully execute all contractual agreements in reference to AES NORTHEAST.

FIRM NAME	CRITERIA	MAXIMUM SCORE	AVERAGE SCORE	SCORE 1	SCORE 2
ESSEX COUNTY PROF. ENGINEERING RFP		95	78	SCORER #1	SCORER #2
	AVERAGE OF COST PROPOSALS: $793,452.33			John Sweeney	Kevin Pratt
Barton & Loguidice	**$945,000.00**	100	91	90	88
		GO / NO GO			
	EXPERIENCE AND QUALIFICATIONS	20		20	20
	Past Experience & Performance	10		10	10
	Team Qualifications	5		5	5
	Quality References	5		5	5
	TECHNICAL PROPOSAL:	40		38	36
	Demonstration of Project Understanding (Facility Needs, Reg. Requirments)	20		19	18
	Project Approach Compliance with Codes and Standards	20		19	18
	COST PROPOSAL 119%	25		20	17
	COMPLETENESS OF RESPONSE:	15		15	15
	Compliant with RFP scope of work	5		5	5
	Compliant with NYS DEC and NYS EFC funding requirements	10		10	10
	COMMENTS				
AES Northeast	**$767,170.00**	100	95	95	94
		GO / NO GO			
	QUALIFICATIONS PROPOSAL:	20		18	18
	Past Experience & Performance	10		10	10
	Team Qualifications	5		4	4
	Quality References	5		4	4
	TECHNICAL PROPOSAL:	40		39	38
	Demonstration of Project Understanding (Facility Needs, Reg. Requirments)	20		20	19
	Project Approach Compliance with Codes and Standards	20		19	19
	COST PROPOSAL 97%	25		23	23
	COMPLETENESS OF RESPONSE:	15		15	15
	Compliant with RFP scope of work	5		5	5
	Compliant with NYS DEC and NYS EFC funding requirements	10		10	10
	COMMENTS				
GHD	**$588,900.00**	100	30	30	30
		GO / NO GO			
	QUALIFICATIONS PROPOSAL:	20		20	20
	Past Experience & Performance	10		10	10
	Team Qualifications	5		5	5
	Quality References	5		5	5
	TECHNICAL PROPOSAL:	40		5	5
	Demonstration of Project Understanding (Facility Needs, Reg. Requirments)	20		5	5
	Project Approach Compliance with Codes and Standards	20		0	0
	COST PROPOSAL 74%	25		0	0
	COMPLETENESS OF RESPONSE:	15		5	5
	Compliant with RFP scope of work	5		0	0
	Compliant with NYS DEC and NYS EFC funding requirements	10		5	5
	COMMENTS				
EDR	**$816,330.00**	100	83	83	83
		GO / NO GO			
	QUALIFICATIONS PROPOSAL:	20		15	15
	Past Experience & Performance	10		10	10
	Team Qualifications	5		2	2
	Quality References	5		3	3
	TECHNICAL PROPOSAL:	40		32	32
	Demonstration of Project Understanding (Facility Needs, Reg. Requirments)	20		16	16
	Project Approach Compliance with Codes and Standards	20		16	16
	COST PROPOSAL 101%	25		21	21
	COMPLETENESS OF RESPONSE:	15		15	15
	Compliant with RFP scope of work	5		5	5
	Compliant with NYS DEC and NYS EFC funding requirements	10		10	10
	COMMENTS				
C2ae	**$762,800.00**	100	83	88	88
		GO / NO GO			
	QUALIFICATIONS PROPOSAL:	20		16	12
	Past Experience & Performance	10		5	6
	Team Qualifications	5		3	3
	Quality References	5		2	3
	TECHNICAL PROPOSAL:	40		30	34
	Demonstration of Project Understanding (Facility Needs, Reg. Requirments)	20		15	17
	Project Approach Compliance with Codes and Standards	20		15	17
	COST PROPOSAL 96%	25		25	25
	COMPLETENESS OF RESPONSE:	15		15	15
	Compliant with RFP scope of work	5		5	5
	Compliant with NYS DEC and NYS EFC funding requirements	10		10	10
	COMMENTS				
Chazen	**$880,514.00**	100	88	90	86
		GO / NO GO			
	QUALIFICATIONS PROPOSAL:	20		17	16
	Past Experience & Performance	10		8	8
	Team Qualifications	5		6	4
	Quality References	5		3	4
	TECHNICAL PROPOSAL:	40		37	36
	Demonstration of Project Understanding (Facility Needs, Reg. Requirments)	20		19	18
	Project Approach Compliance with Codes and Standards	20		18	18
	COST PROPOSAL 111%	25		21	19
	COMPLETENESS OF RESPONSE:	15		15	15
	Compliant with RFP scope of work	5		5	5
	Compliant with NYS DEC and NYS EFC funding requirements	10		10	10
	COMMENTS				

Essex County Department of Public Works

Christopher M. Garrow, Superintendent
8053 US Route 9
Elizabethtown, NY 12932

Phone: 518-873-6326
Fax: 518-873-9195

February 19, 2019

John Sweeney
Village Manager
39 Main Street, Suite 9
Saranac Lake, NY 12983

Re: Village of Saranac Lake, Request for Qualifications/Proposal: 2019 Wastewater Treatment Plant Disinfection and Secondary Process Upgrades

Dear John,

Upon review of the proposals provided to my office with regard to the above referenced Request for Proposal, the following comments are provided for your information. This review is only a technical look at the varying project approaches submitted to the Village and the viability of the project approach with current approvals, and design standards.

The request for proposal was based on the "Village of Saranac Lake Wastewater Treatment Plant Secondary Process and Disinfection Evaluation" Dated June 20th 2017. This document outlines the basis of design flow and loadings for the design improvements as approved by NYS DEC and NYS EFC. As referenced in this document, the 1993 facilities was based on a 2.62 mgd design average day flow and a 6.11 mgd peak hourly flow. Upgrades to the system for both current design and facilities planning increased these design values to 3.5 mgd average day flow and 8.5 mgd peak hourly flows. This document was a referenced part of the Request for Proposals.

One RFP respondent proposed the re-use of the existing 60 ft diameter clarifier. The result of this proposed approach is not in keeping with the RFP as it would result in an exception of NYS DEC adopted design standards (10 State Standards), specifically the surface overflow rate being 150% over the capacity cited in these documents. The following sections from the standard are applicable:

Section 53.6 Arrangement of Units: Component parts of the plant should be arranged for greatest operating and maintenance convenience, flexibility, continuity of optimum effluent quality for water quality protection, economy of function, and ease of installation of future units.

Section 71.1 Settling, Number of Units: Multiple settling units capable of independent operation are desirable and shall be provided in all plants where design average flows exceed 100,000 gallons/day (380 m3/d). Plants not having multiple settling units shall include other provisions to assure continuity of treatment.

Section 72.232 Final Settling Tanks - activated sludge: specifically surface overflow rates (900 gpd/sf) for peak hourly flows for systems with phosphorus chemical removal systems.

Each proposal should be evaluated based on complying with the above referenced standards. Although there are occasions for taking exception, the modification of the clarifier requires new construction which is expected to be compliant with current codes and standards. Furthermore, modification of this plan would require a revision of the engineering report to be submitted and approved by NYSDEC.

If you would like to discuss this further, feel free to contact me at your earliest convenience.

Regards,

Todd C. Hodgson, PE

Environmental Manager
Essex County Department of Public Works

Business of the Village Board
Village of Saranac Lake

SUBJECT: Section 3 Compliance Plan Date: 02/25/19

DEPT OF ORIGIN: Community Development Bill # 26-2019

DATE SUBMITTED: 02/21/19 EXHIBITS:

APPROVED AS TO FORM:

_____ _____
Village Attorney Village Administration

EXPENDITURE REQUIRED: $	AMOUNT BUDGETED: $	APPROPRIATION REQUIRED: $

SUMMARY STATEMENT:

A resolution to approve Section 3 Compliance Plan as required by the Office of Community Renewal for use of CDBG funding.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

RESOLUTION TO VILLAGE OF SARANAC LAKE SECTION 3 COMPLIANCE PLAN

WHEREAS, the Village of Saranac Lake has applied for grant funding from CDBG Economic Development Program on behalf of the Saranac Lake Resort and may submit additional applications in the future; and

WHEREAS, the NYS Office of Community Renewal requires all recipients of CDBG funding to have an adopted Section 3 compliance plan regarding business development and employment opportunities for low- and moderate-income residents; and

NOW, THEREFORE BE IT RESOLVED, the Village Board of Trustees hereby adopts the Village of Saranac Lake Section 3 Compliance Plan; and

BE IT FURTHER RESOLVED, the Village will include Section 3 policy language and the HUD Section 3 Clause in the Grant Agreement to be developed between the Village and Saranac Lake Resort Owner LLC, the Business responsible for developing the proposed hotel and resort complex. The Business will use CDBG funding for the purchase of furnishings, fixtures, and hotel equipment to be placed within the new hotel once it has been constructed. The Village will encourage the Business to utilize local suppliers and service businesses, including any HUD-designated Section 3 businesses, for the purchase of the FFE, as well as for construction of the hotel that is being financed with other resources.

Village of Saranac Lake

Section 3 Compliance Plan

Drafted January 2019

Background

Section 3 of the Housing and Urban Development Act of 1968, as amended, ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and business concerns which provide economic opportunities to low- and very low income persons[1].

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended and 24 CFR Part 135, the Village of Saranac Lake (Village) and any or all Subrecipient agencies administering federal funds on behalf of the Village (Subrecipient) adopts this Section 3 Compliance Plan for Section 3 Covered Contracts. The policy will provide the Village and any Subrecipients direction and guidance for implementing Section 3, when required.

Policy Statement

The Village of Saranac Lake shall provide opportunities to low- and very low-income persons residing in the State of New York (as defined in § 135.5 of 24 CFR Part 135) and to businesses meeting the definition of "Section 3 Business Concern" (as defined by 24 CFR Part 135). Accordingly, the Village shall implement policies and procedures to ensure that Section 3, when required, is followed and develop programs and procedures necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided.

This policy shall not apply to contractors who only furnish materials or supplies through Section 3 covered assistance. It will apply to contractors who install materials or equipment. (See the definition of "Section 3 Covered Contracts" below.) There is nothing in this policy that should be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot fulfill the contract requirements.

[1] 124 CFR 135.1

Definitions

The Village of Saranac Lake hereby incorporates into this policy the definitions contained in §35.5 of 24 CFR Part 135.

Defined Terms of Policy

Section 3 – Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low-and very low-income persons or business concerns in the community where the project is located.

Section 3 Recipient – means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferees of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies, and it does not include contractors.

Section 3 Resident – A Section 3 Resident is:

- A public housing resident; or
- A low- or very low-income person residing in the metropolitan area or non- metropolitan county in which the Section 3 covered assistance is expended.

Section 3 Business Concern(s) – Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:

- 51% or more owned by Section 3 residents; or
- At least 30% of its full-time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- Provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Section 3 Covered Assistance – Public and Indian housing development, operating or capital funds; or other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: HUD-CDBG, HOME Investment Partnerships Program, Section 202/811, Lead-Based Paint Abatement, etc.

The following definition for Section 3 Covered Assistance comes from 24 CFR 135.5: Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

1) Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;

2) Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;

3) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

   i. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
   ii. Housing construction; or
   iii. Other public construction project which includes other buildings or improvements, regardless of ownership.

Section 3 Covered Contract – means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 Covered Assistance, or for work arising in connection with a Section 3 Covered Project. "Section 3 Covered Contracts" do not include contracts awarded under HUD procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 Covered Contracts" do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 Covered Contract.

For example, a contract for the purchase and installation of a furnace would be a Section 3 Covered Contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 Covered Project – A section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to

building facades, or other public construction, etc.

Section 3 Covered Community Planning and Development Funding – Community Development Block Grants (CDBG), HOME Investment Partnerships Program Assistance (HOME), Emergency Shelter Grants (ESG), Neighborhood Stabilization Programs (NSP), and certain grants awarded under HUD Notices of Funding Availability (NOFA). The requirements for Section 3 only apply to the portion(s) of covered funding used for projects or activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 Thresholds - The requirements of Section 3 are applicable to HUD's direct "recipients" – for Section 3 covered project(s) for which the amount of assistance is more than **$200,000.** [2]

Contractors and Subcontractors are also subject to Section 3 requirements when performing ***any*** type of activity or Section 3 covered activity for which the amount of the assistance is in excess of $200,000 and the contract or subcontract exceeds **$100,000.**[3]

If a recipient receives Section 3 covered housing construction or public infrastructure or community development assistance in excess of $200,000, but no individual contract exceeds $100,000, Section 3 requirements will only apply to the recipient.

Finally, it should be noted that there are no thresholds for Section 3 covered Public and Indian Housing assistance.[4] that is, all activities related to Public and Indian Housing assistance are covered by Section 3 regardless of the total funding amount.

Responsibilities

1. The Village of Saranac Lake, which may periodically receive federal community development or housing assistance covered by Section 3, has the responsibility to comply with Section 3 in its own operations. This responsibility includes:

    - Notifying Section 3 residents and businesses about job opportunities and contracts generated by Section 3 covered assistance so that residents may seek jobs and businesses may submit bids/proposals for available contracts;

    - Notifying potential contractors of the objectives of Section 3 and ways in which each contractor can assist the Subrecipient to meet its goal;

---

[2] See 24 CFR 135.3 (a) (3) (ii).

[3] 24 CFR 135.3 at 135 (3) (ii) (B).

[4] *Id.* at 135.3 (a) (3) (i).

- Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns; and

- Documenting the action that the Subrecipient takes to comply with the Section 3 requirements, the results of the actions, and impediments, if any.

2. The Village of Saranac Lake has a responsibility to "ensure compliance" of their contractors and subcontractors. This means that the Village, or its Subrecipient, if applicable, must:

- Notify contractors of their responsibilities under Section 3 including, but not limited to, incorporating the Section 3 Clause in contract documents.

- Refrain from entering into contracts with contractors that are in violation of the regulations in 24 CFR Part 135.

- Respond to complaints made to the recipient by Section 3 residents or

- Business concerns that the Subrecipient, a contractor or subcontractor, is not in compliance with 24 CFR Part 135.

- Cooperate with HUD in obtaining the compliance of contractors and subcontractors when allegations are made that the Subrecipient's contractors and subcontractors are not in compliance with the regulation of 24 CFR Part 135.

Goals

All contractors undertaking Section 3 covered projects and activities are expected to meet the Section 3 requirements. To demonstrate compliance with the "greatest extent feasible" requirement of Section 3, contractors must meet the goals set forth below for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. To meet the goals, contractors must select Section 3 residents based on the following priorities pursuant to § 135.34, 24 CFR Part 135:

- *First Priority* - Residents of the development where the work is to be performed.

- *Second Priority* - Other residents of the neighborhood or community where the work is to be performed.

- *Third Priority* - Other residents of the neighborhood who are participants in "HUD-Youthbuild" or other federal, state, and local job programs being carried out in the Village or Washington County area.

- *Fourth Priority* - Other persons from the project metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.

Employment

All contractors will seek low- or very low-income persons residing in the property metropolitan area for 30% of all new hires. When applicable, the contractor must show evidence of seeking project residents for 15% of the new hires.

Eligibility for employment or contracting - nothing in this policy shall be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot perform the contract.

Preference for Section 3 Business Concerns

Preference shall be awarded to Section 3 Business Concerns according to the following system:

1. Where the Section 3 Covered Contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 Business Concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. If it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

2. Where the Section 3 Covered Contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set

aside for the provision of preference for Section 3 Business Concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

Competitive Bids - Procurement by Sealed Bids (i.e. Invitations for Bids)

Preference in the award of Section 3 Covered Contracts that are awarded under a sealed bid process may be provided as follows:

1. Bids shall be solicited from all businesses (i.e. Section 3 Business Concerns and non- Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:

   A) Is within the maximum total contract price established in the Village of Saranac Lake Budget for the specific project for which bids are being taken; and

   B) Is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = the lesser of:

When the lowest responsive bid is less than $100,000 = 10% of that bid or $9,000

When the lowest responsive bid is at least $100,000, but less than $200,000 = 9% of that bid or $16,000

At least $200,000, but less than $300,000 = 8% of that bid or $21,000

At least $300,000, but less than $400,000 = 7% of that bid or $24,000

At least $400,000, but less than $500,000 = 6% of that bid or $25,000

At least $500,000, but less than $1 million = 5% of that bid or $40,000

At least $1 million, but less than $2 million = 4% of that bid or $60,000

At least $2 million, but less than $4 million = 3% of that bid or $80,000

At least $4 million, but less than $7 million = 2% of that bid or $105,000

$7 million or more = 1.5% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 Business Concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

3. In both paragraphs 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

Compliance

HUD holds NYS-HCR accountable for overall compliance with Section 3 requirements. In contracts entered into with HCR, funding recipients agree to comply with Section 3. When a housing partner is unable to meet Section 3 goals, HCR will place the burden of proving compliance with Section 3 on the recipient and/or Subrecipient.

The minimum numerical goal for employment is 30 percent of the aggregate number of new hires shall be Section 3 residents annually—i.e., 1 out of 3 new employees needed to c omplete a Section 3 covered project/activity shall be a Section 3 resident.

The minimum goals for contracting are:

- Ten percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and

- Three percent (3%) of the total dollar amount of all non-construction Section 3 covered contracts shall be awarded to Section 3 businesses.

Safe harbor and compliance determinations:

In the absence of evidence to the contrary (i.e., evidence that efforts to the "greatest extent feasible" were not expended), if the Village of Saranac Lake or contractor meets the minimum numerical goals shown above, the recipient or contractor is considered to have complied with Section 3 preference requirements.

The Village of Saranac Lake will be expected to demonstrate why it was not feasible to meet the goals. At a minimum, if recipients of Section 3 Assistance are unable to meet their Section 3 training, hiring, and contracting goals, they should ***sponsor or***

participate in upward mobility programs, hire eligible residents in trainee positions with regard to training and employment, or form Section 3 joint ventures with various local employment agencies.

Data Collection and Reporting

The Village of Saranac Lake will make every effort feasible to collect and submit required Section 3 data and complete routine Section 3 reporting requirements for grant or related federal contracts that require Section 3 compliance.

CERTIFICATION

I certify that to the best of my knowledge and belief all of the information in this Section 3 Compliance Plan is correct and periodically updated and provided to the NYS Homes and Community Renewal and/or HUD, upon request.

Signed by_____

Title: Mayor_____

Date_____

Business of the Village Board

Village of Saranac Lake

SUBJECT: Activated Sludge & Laboratory Training for Nik Pelletieri

FOR AGENDA OF 02/25/2019

DEPT OF ORIGIN: WWTP

BILL # 27-2019

DATE SUBMITTED: 02/19/2019

EXHIBITS: _____

APPROVED AS TO FORM:

_____ Village Attorney

_____ Village Administration

EXPENDITURE REQUIRED:	AMOUNT BUDGETED: $2500.00	APPROPRIATION REQUIRED: $2144.00
Course: $ 1100.00		
Meals: $369.00		
Lodging: $675.00		
Total: $2144.00		

SUMMARY STATEMENT

RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR ONE (1) WWTP EMPLOYEE TO ATTEND SUNY MORRISVILLE BASIC ACTIVATED SLUDGE & LABORATORY TRAINING COURSES.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE MURPHY _____

TRUSTEE LITTLE _____

TRUSTEE SHAPIRO _____

TRUSTEE VAN COTT _____

RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR VILLAGE EMPLOYEES TO ATTEND ACTIVATED SLUDGE AND BASIC LABORATORY 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 RESOLVED, Nik Pellitieri, WWTP Operator Trainee is hereby approved to register and attend the Activated Sludge and Basic Laboratory Training Courses and,

BE IT FURTHER RESOLVED, the registration fee of $2144.00 which includes registration, training, lodging and meals will be taken from 004-8320-0406 sewer fund budget, travel and training line item.

MEMO

ESSEX COUNTY GOVERNMENT CENTER
P. O. BOX 217
7553 COURT STREET
ELIZABETHTOWN N.Y. 12932

TO: SUB-CONTRACTORS (Cleaner Greener) **DATE: 2/19/2019**

FROM: ANNA REYNOLDS, DIRECTOR

SUBJECT: ***CONTRACTS TO BE SIGNED – CLEANER GREENER***

COMMENTS:

Please return all three contracts with your original signature to our address below.

Essex County Office of Community Resources
Attn: Lynn Donaldson
PO Box 217
Elizabethtown, NY 12932

Business of the Village Board
Village of Saranac Lake

SUBJECT: Sign Agreement Date: 2-25-2019

DEPT OF ORIGIN: Village Manager Bill # 28-2019

DATE SUBMITTED: _ EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____
Village Attorney Village Administration

EXPENDITURE REQUIRED	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:

Authorize agreement with Essex County relative to the Cleaner, greener Communities Multi County Implementation Plan

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

Contract No.: CR-17-0005B

AGREEMENT

This Agreement made this __ day of May, 2015

BETWEEN: **ESSEX COUNTY**, a municipal corporation with offices and principal place of business located at 7551 Court Street, P.O. Box 217, Elizabethtown, New York 12932, (hereinafter referred to as Party of the First Part or "Essex");

and

VILLAGE OF SARANAC LAKE, a municipal corporation with offices and principal place of business located at 39 Main Street, Suite 9, Saranac Lake, NY 12983 (hereinafter referred to as Party of the Second Part or "Contractor").

WITNESSETH:

WHEREAS, Essex County has agreed to oversee and administer a grant relative to the Cleaner, Greener Communities Multi County Implementation Plan and, in this regard, has entered into an Agreement dated February 6, 2015 with New York Stated Energy Research and Development Authority (NYSERDA) to prepare the Cleaner, Greener Communities Multi County Implementation Plan relative to Project No. 39496. A copy of said Agreement is attached hereto and made a part hereof at Schedule A; and

WHEREAS, Essex County has agreed to oversee the administration of the grant funds and the grant project on behalf of a consortium consisting of Town of North Elba, Rivermede Farm, Northern Forest Center, Village of Lyons Falls, Village of Saranac Lake, The Hotel Saranac, North Country School and Town of Stockholm, with all entities being equal stakeholders in the receipt and administration of said grant; and

WHEREAS, the Parties are desirous of setting forth their respective agreements and understandings with respect to this NYSERDA grant.

NOW, THEREFORE, in consideration of one dollar ($1.00) lawful money of the United States of America, and other good and valuable consideration, and of the mutual covenants and promises herein contained, the Parties do agree as follows:

1. The Parties agree that Essex County, as lead County, shall administer and be responsible for the grant and grant funding.

2. Town of North Elba, Rivermede Farm, Northern Forest Center, Village of Lyons Falls, Village of Saranac Lake, The Hotel Saranac, North Country School and Town of Stockholm shall participate with Essex County in the development of a Sustainability Plan and shall cooperate with Essex County, Ecology and Environment, Inc. (E&E), Adirondack North Country Association (ANCA), and any other subcontractors in furtherance of the project and in providing and sharing program information as it is compiled and developed. Additionally, all parties shall provide the labor, materials and

services described at Schedule A attached hereto and made a part hereof.

3. The term of this Agreement shall be from the date of execution until December 31, 2019.

4. Village of Saranac Lake shall complete to the satisfaction of Essex County and NYSERDA Task No. 14 as detailed in the Essex County/NYSERDA Agreement and shall comply with all applicable terms, conditions and requirements set forth in said Agreement and as required by NYSERDA or Essex County.

5. Essex County shall pay Village of Saranac Lake in an amount not to exceed $35,000.00, provided that it complies with all the terms and conditions of the Grant Agreement pursuant to the payment schedule set forth at page 62 (Task No. 14).

6. Village of Saranac Lake shall be solely responsible for its contractor share cost with respect to Task No. 14 in the amount of $4,954.00.

7. Contractor shall cooperate with Essex County, Adirondack North Country Association (ANCA) as subcontractor for Essex County and any and all other subcontractors in the furtherance of the project and in providing and sharing program information as it is compiled and developed. Additionally, contractors shall provide its share of the labor, materials and services designated in the Grant Agreement attached at Schedule A.

8. Contractor shall comply with the relevant terms and conditions of the NYSERDA Agreement entered into by Essex County and NYSERDA dated February 2, 2015 attached at Schedule A and shall fully cooperate with Essex County and Adirondack North Country Association relative to all requirements and duties that Essex County and the Adirondack North Country Association are to perform under the NYSERDA Agreement including, but not limited to the posting of project successes on the NYSERDA website, case studies, press releases and other publicity matters.

9. **Indemnification**. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Essex County, NYSERDA or the State of New York, its agents and employees from and against any and all claims, actions, damages, losses, expense and costs of every nature and kind, including attorneys' fees up and through any and all appeals, incurred by or asserted or imposed against Essex County, NYSERDA or the State of New York resulting from, arising out of or relating to contractor's or any of it's subcontractor's performance of this Agreement. The obligation of the contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage. All money expended by Essex County, NYSERDA or the State of New York as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Contractor to Essex County, NYSERDA or the State of New York as the case may be. Contractor shall require this same indemnification clause from any and all contractors and others who work on the Project.

10. Contractor agrees to perform all duties hereunder and pursuant to NYSERDA Contract No. 39496 prior to December 31, 2019, time being of the essence.

11. All payments by Essex County shall be paid only to the extent that the costs are incurred by the Contractor in performance of the work in connection of the provisions of this Agreement and the Grant Agreement. Additionally, Contractor agrees to comply with any and all requests by Essex County or NYSERDA relative to backup and supplemental information sufficient to supplement or justify an invoice. As Essex County is acting as an administrator and pass-through with respect to this grant, the parties agree that Contractor shall invoice Essex County, pursuant to the terms and conditions of the Grant Agreement at Schedule A, who shall immediately forward the invoices to NYSERDA. NYSERDA shall approve the invoices and forward payment to Essex County. Upon receipt by Essex County of the payment of said invoices, Essex County shall, within ten (10) day of receipt of said funds, pay the approved amounts of the invoices to the Contractor.

12. Pursuant to Schedule A, the parties agree that ten percent (10%) of the total contract shall be withheld by Essex County until NYSERDA/Essex County approve the final payment.

13. It is recognized by and between the Parties that there is a strict thirty-three (33) month time constraint with respect to the contract between NYSERDA and Essex County (Schedule A), and in this regard, the Parties agree that the term of this Contract shall be from the date of execution and shall expire on December 31, 2019, time being of the essence.

14. Contractor warrants and represents to Essex County that it has and will comply with all municipal, state and federal laws, rules and regulations incident to the Agreement, but not limited to, all municipal zoning and Adirondack Park Agency rules and regulations; all SHPPO, NEPA and SEQRA rules and regulations; all municipal, state and federal procurement policies, rules and regulations; all municipal, state and federal labor laws and standards including, but not limited to Davis-Bacon requirements and certified payroll forms, Davis-Bacon Act, Contract Worked Hours and Safety Standards Act and Copeland "Anti-Kickback" Act; and all municipal, state and federal building laws, codes, rules and regulations. Additionally, Contractor warrants and represents, and as a condition of the receipt of these monies, states that it has duly executed contracts with all contractors and others who perform work with respect to this project and has in place appropriate insurance coverage.

15. Contractor is authorized to request grant funds from Essex County only in accordance with the provisions of this agreement and the procedures established herein. No payment by Contractor of an improper or unauthorized request shall constitute a waiver by Essex County of its right to: (I) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement; or (iii) take corrective or remedial administrative action including, without limitation, suspension or termination of Contractor's funding under this Agreement. Contractor shall certify with each request for Grant Funds that: (I) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source. The use of Grant Funds is conditioned upon Contractor incurring costs permitted under the terms of this Agreement or as otherwise approved by Essex County in writing.

16. With respect to Subcontracts, Contractor shall: (i) require any participating subrecipient, contractor, subcontractor or agent ("Third Party") to comply with all applicable federal, state and local laws and regulations; (ii) adopt and perform such

review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable federal, state and local laws and regulations; (iii) require any Third Party to indemnify Essex County, NYSERDA and the State of New York against any and all claims arising out of the Third Party's performance of work.

17. Contractor shall obtain from all contractors and subcontractors and any and all other individuals, professionals or service providers, a certificate of insurance naming Essex County and the NYSERDA as certificate holders and additional insured. Insurance requirements and the amount of insurance are set forth at Schedule A attached hereto and made a part hereof.

18. **Records**. Contractor shall keep and maintain complete and accurate books, records and other documents and as shall be required under applicable federal and state rules and regulations, and as may be requested by Essex County to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by and duly authorized representative of the state or federal government.

19. Contractor, at such times and in such form as Essex County may require, shall furnish Essex County with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters deemed pertinent by Essex County.

20. Essex County will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of Contractor's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of Contractor.

21. **Severability**. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

22. **Non-waiver**. Essex County's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement

23. **Assignment**. No right, benefit or advantage inuring to Contractor, and no obligation imposed on Contractor, under this Agreement may be assigned without the prior written approval of Essex County.

24. Attached hereto and made a part hereof at Schedule B is further description and requirements of the various projects.

25. **Site Owner Agreement.** The contractor herein agrees:

- Contractor acknowledges that it is the Site Owner for its project and is responsible for the installation of all equipment, materials and controls and the final ownership/disposition of the equipment, materials and controls.

- Contractor agrees to allow Essex County, ANCA and/or NYSERDA access to the project site and further agrees to and authorizes the installation and operation of any and all equipment, materials or controls required under the grant and agrees to the final ownership and disposition of this equipment, materials and controls.
- Contractor agrees to allow Essex County, ANCA and/or the State of New York access to the site for monitoring and maintenance of the equipment, materials and controls.
- NYSERDA's project manager, Essex County, ANCA and any invited guests may visit the project site to inspect the equipment, materials or controls; witness test operations and witness the equipment in full operation. Invited guests may include other NYSERDA personnel, New York State agency representatives and other stakeholders or interested parties.
- NYSERDA, or its agents, employees or assigns, at its option, may install any and all additional necessary equipment, materials and controls (e.g. data loggers, submetering equipment and waterflow measurement instrumentation) at the project site to allow data monitoring of the project. The existence of this option does not alleviate the Contractor of any obligation to install equipment and monitor the project operation/performance consistent with the Agreement.
- Contractor shall pay all energy costs.
- Commercial projects are subject to Occupational, Safety and Health Administration (OSHA) requirements.

26. This Agreement shall be consistent with the Agreement between Essex County and NYSERDA attached hereto at Schedule A and shall not infringe on any of NYSERDA, Essex County, ANCA or the State of New York's rights specified therein.

27. In the event that any term or condition contained in this Agreement is inconsistent or conflicts with any term or provision of the Agreement between Essex County and NYSERDA attached hereto at Schedule A, the Agreement between Essex County and NYSERDA shall supercede and control.

28. It is acknowledged by the parties that there is a previous Agreement executed which contain substantially identical provisions to this Agreement. In this regard, by the execution of this Agreement, the previous Agreement has now been rendered null and void and of no further legal force and effect.

29. Contractor agrees to execute any and all additional documentation required by NYSERDA, Essex County or the State of New York provided the same is consistent with this Agreement and the Agreement attached hereto and made a part hereof at Schedule A.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto to be effective as of the date set forth above.

ESSEX COUNTY

By:_____
County Manager or Chairman

ESSEX COUNTY COMMUNITY RESOURCES,

By:_____
Michael Mascarenas, Director

VILLAGE OF SARANAC LAKE,

By:_____

NEW YORK STATE OF OPPORTUNITY. | NYSERDA

ANDREW M. CUOMO
Governor

RICHARD L. KAUFFMAN
Chair

ALICIA BARTON
President and CEO

November 27, 2018

Dan Palmer
Essex County Manager
Essex County Government Center
Purchasing Office
100 Court Street
Elizabethtown, NY 12932
danp@co.essex.ny.us

SUBJECT: Modification No. 2 to Agreement No. 39496

Dear Mr. Palmer.

Reference is made to the subject Agreement between us dated January 1, 2014 and Modification No. 1 dated August 17, 2015 (the "Agreement"), wherein the following changes are hereby incorporated:

1. Agreement, Page 1, Item 5, Total Amount of Award. Delete the amount "$1,939,668" and Substitute the amount "$804,508".
2. Agreement, Page 1, Item 6, Project Period. Delete the date "December 31, 2017" and Substitute the date "June 30, 2020".
3. Exhibit A, Statement of Work and Milestone Payment Schedule. Delete in their entirety and Substitute the attached Exhibit A Statement of Work and Milestone Payment Schedule revised November 27, 2018.

No other provision of this Agreement is otherwise changed or modified.

The parties hereto do hereby indicate their acceptance of and agreement to the foregoing by causing their duly authorized representatives to execute this Modification No. 2 in the respective spaces provided below.

ESSEX COUNTY GOVERNMENT CENTER

Signature:_____
Name:_____
Title:_____

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

Signature: _____
Cheryl M. Glanton
Director of Contract Management

Exhibit A -Statement of Work
Revised: November 27, 2018
Cleaner, Greener Communities (CGC) Program, Phase II: Category 3
Growing our Economy: North Country Innovations in Sustainability
CFA # 31777/Contract # 39496

Project Background

The Growing our Economy: North Country Innovations in Sustainability Project ("the Project") aggregates eight pilot projects across the North Country Region (the "Region"), each addressing key aspects of "Our Economy – The North Country Regional Sustainability Plan." The pilot projects are located in Essex, Franklin, Lewis and St. Lawrence Counties. Each pilot project is designed to be replicable across the Region and New York State. The overall Project will demonstrate financial and social benefits as well as environmental and sustainability value, encouraging widespread adoption of similar projects in the future. A key outcome of the Project is to demonstrate the benefits and value for similar projects across the Region, exponentially leveraging the investment in these pilot projects, and demonstrating the robustness of the strategies outlined in the North Country Regional Sustainability Plan (NCRSP).

This Project involves the following seven (7) pilot projects:

1. **Anaerobic Biodigestion of Food Waste – Town of North Elba**
   This project will install and operate an anaerobic digester (ADG) that will enable the Town of North Elba to divert approximately 900 tons per year of food waste from landfill disposal.

2. **Solar Thermal Heating – Rivermede Farm**
   This project will convert four (4) operating greenhouses from oil fired heat to solar thermal heating and the conversion will allow them to be operable for all twelve (12) months of the year.

3. **Main Street Revitalization – Village of Lyons Falls**
   This project will provide new sidewalks on select streets in the Village that do not currently have sidewalks, and provide painted crosswalks and portable "Pedestrian Crossing" signs. The improvements anticipate increasing pedestrian and bicycle access to Main Street businesses.

4. **Main Street Revitalization – Village of Saranac Lake**
   This project will contribute to building envelope and façade improvements, as well as install an electric vehicle charging station at the Hotel Saranac on Main Street.

5. **Hydroelectric Power Upgrade – Village of Saranac Lake**
   This project will upgrade equipment at the Village's hydroelectric turbine, increasing the electricity production from 110 kWh to up to 200 kWh.

6. **Continuous Flow Drum Composter – North Country School**
   This project will demonstrate the feasibility of using existing local materials and labor to design and build four (4) continuous flow, rotating drum composters capable of handling up to 600 pounds of food waste per day. The composter will also produce a high-quality soil amendment for farm or garden use.

7. **Fuel Oil to Wood Pellet Conversion – Town of Stockholm**

This project will install a high efficiency wood pellet boiler system at the Town's garage, replacing the current heating oil system and reducing the consumption of approximately 2,000 gallons of fuel oil annually.

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of Essex County Community Center (hereafter, the "Contractor") and its Subcontractors: Adirondack North Country Association (ANCA), The Town of North Elba, Rivermede Farm (with their Subcontractor Northern Solar), Village of Lyons Falls, Village of Saranac Lake (with their subcontractor Barton and Loguidice), The Hotel Saranac, North Country School, and The Town of Stockholm (with their Subcontractor Cornerstone Plumbing and Heating). Any additional Subcontractors shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee the Contractor. The NYSERDA Project Manager shall work with the Contractor to review Deliverables in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Cost share: In kind or financial contributions by the Contractor excluding grants or incentives from NYSERDA and other New York State agencies.

Performance Metrics: The standards of comparison, determined and documented as outlined in Exhibit F, NYSERDA shall use to: assess activities in the project, capture the extent of benefits delivered, and gauge performance of the project and of the CGC Program.

Project Coordinator: The Contractor's Subcontractor ANCA shall act as liaison between Essex County, the NYSERDA PM, and each of the remaining Subcontractors to ensure that all projects adhere to the requirements outlined in this Agreement. ANCA shall perform all reporting activities outlined in Task 1 of this Agreement and provide to the Contractor for submission to the NYSERDA Project Manager.

Pilot Projects: Refers to the eight pilot projects outlined in the Project Background section above.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to ANCA once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word and PDF format (or other format as identified in the Tasks below). Within ten (10) business days of receipt of each Deliverable, NYSERDA shall provide comments to the Contractor, who shall address the comments and resubmit the Deliverable to NYSERDA within fifteen (15) business days, or, if the Deliverable is acceptable the NYSERDA Project Manager will approve. The NYSERDA Project Manager shall notify the Contractor within thirty (30) business days after receipt of the Deliverable if revisions are required (with comments noted) or if the Deliverable is approved. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments, and resubmit the revised Deliverable in Microsoft Word and PDF format (or other format as identified below), within fifteen (15) business days after receipt of these comments.

The NYSERDA Project Manager may provide additional comments and requests for information following receipt of the Contractor's revisions. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall specify the additional amount of review time necessary up to thirty (30) working days. All Deliverables shall not be considered final unless approved by NYSERDA in writing to the Contractor.

Tasks

The total NYSERDA award amount for all Tasks shall not exceed $804,508.00. The Contractor shall be required to provide a cost share of $721,342.00. The total project cost is $1,525,850.00. Any modifications to this amount shall be by mutual agreement. All cost overruns shall be the sole responsibility of the Contractor.

Regardless of any subcontracting arrangements, the Contractor is solely responsible for all Tasks in this Statement of Work. The Contractor, in conjunction with the Project Coordinator, shall conduct all work as outlined in the following Tasks:

Task 1: Contract Management

The Contractor shall be responsible for overall Contract management and coordination of all Tasks in this Agreement. Contract management activities shall include, but not be limited to, the following Tasks:

1.1 Project Execution Plan

To ensure the successful development of the approved Deliverables, the Contractor, in conjunction with the Project Coordinator, shall submit a Project Execution Plan ("PEP"), limited to no more than 5 pages per pilot project for a total of 40 pages and in a template provided by NYSERDA.

The PEP shall include:

- Partner Organizations or Municipalities– A list of all partner organizations, including both a primary and secondary contact person for each organization, with a breakdown of any financial or staff assistance that each organization or municipality has committed to provide in support of the project.

- Contractor Team Members - An organizational chart of the Contractor Team and list of contributing partner organizations by Deliverable.

- Subcontractors- A list of all entities that shall contribute, either directly or indirectly, to completion of the Project, with a description of their scope of work, Deliverables with which they will be involved, and a budget for each member of the Contractor Team performing work specifically outlined in this Agreement.

- Work Plan– A Work Plan, with approximate dates to more narrowly define timelines for the Milestone Payment Schedule below, when key Deliverables are expected to be submitted for NYSERDA approval. The Work Plan shall also set forth how the Deliverables relate to one another. Lastly, the Work Plan shall provide a summary of how approvals will be attained by the Contractor's internal team for key Deliverables and list the point people for each stage of approval.

- Performance Metrics – Include a draft Project Benefits Metrics Report (PBMR) with proposed performance metrics and projected benefit values, including methods for data collection and calculations as described in Exhibit F.

Deliverables:

1.1 PEP including the draft PBMR.

1.2 Contract Management and Quarterly Progress Reports: The Contractor, in conjunction with the Project Coordinator, shall participate in conference calls and meetings as outlined below; prepare and submit quarterly reports as outlined below; coordinate and manage all Subcontractors; provide documentation and information as requested by NYSERDA for creation of press releases or case studies to showcase the success of the Tasks completed in this Agreement; and review all Deliverables prior to submission to the ROC and NYSERDA Project Manager. The Contractor, in conjunction with the Project Coordinator, shall submit quarterly progress reports within 30 days after the end of each quarter, in a template provided by NYSERDA. During each calendar year, quarter start and end dates are as follows: Quarter 1: January 1-March 31, Quarter 2: April 1-June 30, Q3: July 1-September 30, Quarter 4: October 1-December 31.

Conference Calls and Meetings: The Contractor or Project Coordinator shall participate with NYSERDA in monthly calls and face-to-face meetings as needed to gauge project status. NYSERDA,shall schedule and conduct on an as-needed basis in-person visits, conference calls, or face-to-face meetings to verify project requirements and the completion of project milestones.

Each Contract Management and Quarterly Progress Report shall include:

- A summary of progress and accomplishments over the previous quarter, including a discussion of major Tasks and Deliverables completed in the prior quarter;
- Explanation of Contract management activities completed in the previous quarter with backup documentation including timesheets showing hours worked, hourly rate, staff person, and title;
- Explanation of current quarter's activities and plans, including Tasks and Deliverables to be completed; and
- Discussion of any major issues or problems encountered during the prior quarter, deviations from the Milestone Payment Schedule and other issues related to the successful outcome of this Agreement.
- If the project timeline is extended past the end of the Project Period as specified in the Milestone Payment Schedule, the Contractor, in conjunction with the Project Coordinator, shall continue to submit quarterly reports but no additional payments shall be allocated for those Deliverables.

Deliverables:

1.2A Contract Management and Quarterly Progress Report #1.
1.2B Contract Management and Quarterly Progress Report #2.
1.2C Contract Management and Quarterly Progress Report #3.
1.2D Contract Management and Quarterly Progress Report #4.
1.2E Contract Management and Quarterly Progress Report #5.
1.2F Contract Management and Quarterly Progress Report #6.
1.2G Contract Management and Quarterly Progress Report #7.
1.2H Contract Management and Quarterly Progress Report #8.
1.2I Contract Management and Quarterly Progress Report #9.
1.2J Contract Management and Quarterly Progress Report #10.
1.2K Contract Management and Quarterly Progress Report #11.

1.2L Contract Management and Quarterly Progress Report #12.
1.2M Contract Management and Quarterly Progress Report #13.
1.2N Contract Management and Quarterly Progress Report #14.
1.2O Contract Management and Quarterly Progress Report #15.
1.2P Contract Management and Quarterly Progress Report #16.
1.2Q Contract Management and Quarterly Progress Report #17.

1.3 Final Report and Technology Transfer

The Contractor, in conjunction with the rest of the Contractor Team, shall prepare a comprehensive final report, in a template provided by NYSERDA and limited to no more than 80 pages plus attached final products, which describes the work performed and the results associated with the Tasks outlined in this Agreement.

To further NYSERDA's goal of transferring technology or knowledge amongst all NYS communities, the Contractor shall make all final project Deliverables available for public use and agree to work with NYSERDA to promote the project throughout its implementation through NYSERDA's outreach outlets. The Contractor, in conjunction with the Project Coordinator, shall also honor any reasonable request made by NYSERDA to provide any additional information necessary to create a press release or case study showcasing this project.

Minimum Report Content:

- Table of Contents;
- Brief overview of CGC Program;
- Project overview and description;
- Summary of Tasks completed;
- Narrative describing activities that took place;
- Table outlining Tasks that received NYSERDA funding, total cost of Tasks as implemented, and NYSERDA funding amounts;
- Appendices including:
    - Documentation outlined in Tasks 2 through 16 of this Statement of Work;
    - Names, contact information and roles for project participants; and
    - Performance Metrics – Include final PBMR as described in Exhibit F.

NYSERDA reserves the right to request additional analysis, clarification on certain Tasks, or other content for inclusion in the Draft or Final Reports.

Measurement & Verification (M&V): The Contractor, in conjunction with the Project Coordinator, shall comply with reasonable requests made by NYSERDA to perform M&V activities on any or all of the eight (8) demonstration projects for a period of up to 10 years after each project's completion. The costs of any M&V activities, aside from typical building operating costs and Contractor staff time incurred during the activities, shall be borne by NYSERDA. M&V activities initiated and covered by NYSERDA may include, but are not limited to, hiring a Professional Engineer to inspect or test equipment at one or more of the installation sites, including the commercial biomass installations, hydroelectric turbine, anaerobic digester, or flow drum composter sites as well as costs of any sub-metering equipment, water or air quality testing equipment, or any other equipment or instruments needed to evaluate operations at one or more of the installation sites. Costs borne by the Contractor for M&V activities may include, but are not limited to, staff time spent showing NYSERDA or its Contractor where relevant equipment is located or time spent gathering and drafting necessary documentation to demonstrate equipment performance.

Deliverables:
1.3A Draft Final Report.
1.3B Final Report including Final PBMR.

Task 1.4: Technology Transfer: Developing Final Case Studies /Pilot Projects Report

The Contractor, in conjunction with the Project Coordinator, shall create case studies for each pilot project that will enable technology transfer and the sharing of best practices to the target audience, which includes other communities, institutions and businesses in the North Country region. These case studies shall provide information relevant to each project about gaining community support, securing funding, managing technical hurdles, and tracking and reporting against pre-specified metrics.

The Contractor, in conjunction with the Project Coordinator, shall honor any reasonable request made by NYSERDA to provide additional information necessary to create a press release or case study showcasing the pilot projects in this Agreement. Additionally, the Contractor, in conjunction with the Project Coordinator, shall use these case studies to serve as the basis for development of a larger scale best practices document which will include other sustainability related best practice projects in the North Country.

The Contractor, in conjunction with the Project Coordinator, shall perform the following activities:

A. **Draft and Final Template for Case Studies**: Create a draft and final template for the case studies including pictures, quotes, and information relevant to each pilot project as outlined above. The Contractor, in conjunction with the Project Coordinator, shall develop this template based upon research and consultation with the target audience to ensure that relevant information is presented in a user friendly manner. The Project Coordinator shall develop this template in consultation with the NYSERDA Project Manager and NYSERDA's Marketing Department.
B. **Draft and Final Marketing Plan**: Develop a Draft and Final Marketing Plan (including schedule for press releases; social media strategy, website presence on ANCA and NYSERDA's websites and other sites for dissemination of case studies which will include education and outreach goals, a list of target audience contacts, timeline, key players and their roles, and a description of how case studies will be distributed. Note that the Contractor, in conjunction with the Project Coordinator, shall submit any case studies and information they wish to be posted to NYSERDA's website to the NYSERDA Project Manager and the NYSERDA Project Manager will work with NYSERDA's Marketing Department to post these case studies to NYSERDA's website.
C. **Case Studies and Best Practice Guidance Document Development:** Draft a 2-3 page first year interim case study (based upon the case study template approved by the NYSERDA Project Manager) for each of the eight pilot projects, based on lessons learned, reported metrics, recommendations for implementation, statement of progress and future intentions through information obtained from individual Subcontractors for each Project, the Contractor, NYSERDA, and in consultation with members of the target audience.

Develop 2-3 page final case studies and a draft and final Best Practice Guidance Document after completion of each of the pilot projects, based on lessons learned, reported metrics, recommendations for implementation, and a statement of impact. Information will be obtained from individual Subcontractors for each Project, the Contractor and NYSERDA.

Post all interim and final case studies and final Best Practice Guidance Document on the ANCA website and provide to NYSERDA for posting on NYSERDA's website. The Contractor, in conjunction with the Project Coordinator, shall draft interim and final case studies for print as well as digital production, to be made available as a single document in hard copy and for digital distribution. Additionally, the

Contractor, in conjunction with the Project Coordinator, shall create a social media feed to distribute these reports to a larger national audience through ANCA, NYSERDA, and leading national energy and sustainability organizations such as Alliance to Save Energy, Vermont Energy Investment Corporation, and other networks.

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by QA testing. Such QA testing shall be conducted by NYSERDA and the results of such testing must be satisfactory to NYSERDA before web-based information and applications shall be considered a qualified Deliverable under the contract or procurement. Questions concerning this policy may be directed to OFT, Strategic and Executive Services (SES) Bureau (518) 473-0234, attn: Accessibility Program Manager. Or visit OFT at www.oft.state.ny.us.

Deliverables:

1.4A **Draft and Final template for Case Studies**: Submit all documentation as outlined in Task 1.4A above.

1.4B **Draft and Final Marketing Plan**: Submit all documentation incorporating NYSERDA's comments as outlined in Task 1.4B above.

1.4C **Case Studies and Best Practice Guidance Document Development**: Submit all documentation as outlined in Task 1.4C above and as specifically stated below:

1.4C1 Project 1: Anaerobic Biodigestion of Food Waste – Town of North (Task 3)
1.4C2 Project 2: Solar Thermal Project – Rivermede Farm (Task 4)
1.4C3 Project 4: Main Street Revitalization-Village of Lyons Falls (Task 8)
1.4C4 Project 5: Main Street Revitalization- Village of Saranac Lake (Tasks 9-13)
1.4C5 Project 6: Hydroelectric Power Plant Upgrade –Village of Saranac Lake (Task 14)
1.4C6 Project 7: Continuous Flow Drum Composter – North Country School (Task 15)
1.4C7 Project 8: Fuel Oil to Wood Pellet Conversion – Town of Stockholm (Task 16)

The following sections outline the Tasks related to each Pilot Project:

Project Number 1: Anaerobic Biodigestion of Food Waste – Town of North Elba (Tasks 2-3)
The Contractor, in conjunction with the Contractor Team, shall design a 35 kW Anaerobic Digester System to successfully and reliably treat a minimum of 900 tons of organic waste per year, which may include food waste, Fats, Oil and Grease (FOG) materials, and grass clippings/yard waste. The Anaerobic Digester System shall be capable of generating up to 290,500 kWh per year of electricity, supporting its own operations and providing excess power to the utility grid. The project also anticipates generating up to 180,000 gallons of liquid digestate per year, which shall be used as permitted in place of municipal water sources for the irrigation of local recreational fields. The Contractor shall work with its Subcontractor, The Town of North Elba for completion of all Tasks and Deliverables related to Anaerobic Biodigestion Pilot Project.

Task 2: Site Owner Agreement*
Site Owner Agreement: The Contractor shall enter into a written Site Owner Agreement (between the Contractor and the Anaerobic Digester System Site Owner) to obtain access to the Anaerobic Digester System Site and authorization to install and operate any and all equipment as required under this Agreement. The Site Owner Agreement shall clearly define responsibilities including, but not limited to: installation; access by the Contractor for monitoring; maintenance; term; final ownership/disposition of

the equipment; insurance; indemnification of NYSERDA by the Anaerobic Digester System Site Owner; publicity (including but not limited to posting of project success information on any NYSERDA website); and payment of energy costs. The Site Owner Agreement shall be consistent with the Agreement between the Contractor and NYSERDA ("NYSERDA Agreement"), and shall not infringe on any of NYSERDA rights specified therein. The Contractor shall develop a written Site Owner Agreement that includes a provision for NYSERDA's Project Manager and invited guests to visit the Anaerobic Digester System Site to inspect the equipment and to witness test operations. Invited guests may include other NYSERDA personnel, New York State agency representatives, and other stakeholders. The Site Owner Agreement shall include a provision at NYSERDA's option for NYSERDA or its agent to install any and all necessary equipment and controls at the Anaerobic Digester System Site to allow data monitoring of the Project. The existence of this option does not alleviate the Contractor from any obligations to install equipment and monitor the Project operation/performance consistent with this Agreement.

Deliverable:
2.0 Site Owner Agreement: Copy of executed Site Owner Agreement as outlined in Task 2.0

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE ANAEROBIC DIGESTION SYSTEM PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

Task 3: Anaerobic Digester System
The Contractor shall complete the following activities for design and installation of an Anaerobic Digester System:

3.1 Anaerobic Digester System Engineering Design Report*
The Contractor shall design a complete Anaerobic Digester System, and prepare and submit an Anaerobic Digester System Engineering Design Report for the following system components:

- Preliminary Site Work: Preliminary site work necessary for installation of the system, which may include civil works, supporting site infrastructure related to incoming gas or electrical interconnect points, supporting utilities for water discharge, or other project site work for compliance with local building and other required permits;
- Receiving facility: The reception facility shall accept food waste and FOG materials in a manner that will minimize impacts on the local community. It shall include an in-ground tank with a motorized cover. This cover shall open and close for truck unloading to minimize odors and minimize impacts on the local community;
- Pre-Processing Equipment: The pre-processing equipment shall prepare the waste streams for digestion, separate contaminants in the organic material, and mix the waste streams according to the prescribed proportions for optimal system operation and biogas production. Pre-processing will be designed to remove a moderate degree of contamination (e.g. packaging materials) from waste streams that have been source-separated;
- Anaerobic Digester: The anaerobic digester shall treat the waste stream and harvest the latent energy into biogas using bacteria that process the waste in the absence of oxygen. Included in this equipment are tanks, mixers, heat exchangers, pumps, control systems, dosing systems, digestate storage tanks, bunker storage for short-term digestate solids storage, and transfer pumps;
- Biogas Holder and Flare: This equipment shall hold and cool the biogas. The flare is used as a safety measure and to cleanly combust any gas that cannot be forwarded onto the gas engine;
- Estimated electrical generation from the facility including the amount needed to support its operations and the amount expected to be fed to the grid;

- Digestate water shall be treated to meet all applicable discharge standards or land application standards including, but not limited to, NYS Department of Environmental Conservation (NYSDEC) standards. The digestate will be separated through a mechanical (screw press) liquid-solid separation process. Further post-treatment of the digestate is outside the scope of this project; and
- Solids produced during anaerobic digester operations shall be composted on site and utilized as a soil amendment on site.

The Anaerobic Digester System Engineering Design Report shall include the following for the system components outlined above:

- Process flow diagram and conceptual site layout;
- Process description and piping and instrumentation diagram (P&ID);
- List of major equipment and site layout drawing;
- Electrical generation calculations;
- Any other calculations, assumptions, and/or studies used to determine the design; and
- Equipment specification sheets.

The Contractor shall include in the Anaerobic Digester System Engineering Design Report the power production goal for the Anaerobic Digester System (290,500 kWh per year of electricity and 180,000 gallons of liquid digestate) with supporting calculations, methods, and assumptions used to calculate the power production goal. Additionally, the Anaerobic Digester System Engineering Design Report shall include a plan for how to increase generation capacity for the Anaerobic Digester System. This plan shall include an inventory of potential feedstock sources available and potential energy generation capability for both electric (kWh) and liquid digestate (gallons) production.

Deliverable:

3.1 Anaerobic Digester System Engineering Design Report as outlined in Task 3.1.

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE ANAEROBIC DIGESTION SYSTEM PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

Project Number 2: Solar Thermal Project – Rivermede Farm (Task 4)

This project shall upgrade four (4) operating greenhouses at Rivermede Farm ("ST System Site") that are currently operated 8 months of the year and heated with fuel oil, to Solar Thermal greenhouses able to operate 12 months out of the year. The Contractor shall work with its Subcontractor, Rivermede Farm, for completion of all Tasks and Deliverables related to the Solar Thermal Pilot Project.

Task 4: Solar Thermal Heating Systems*

4.1 Solar Thermal (ST) System Design and Site Owner Agreement

The Contractor shall design and enter into a Site Owner Agreement for one ST system that will provide heat to four (4) operating greenhouses (672 square feet (SF), 672SF, 1440 SF, and 2,880 SF in area) at Rivermede Farm, in accordance with NYSERDA Solar Thermal Program Requirements.

Site Owner Agreement: The Contractor shall enter into a written Site Owner Agreement (between the Contractor and the ST System Site Owner) to obtain access to the ST System Site and authorization to install and operate any and all equipment as required under this Agreement. The Site Owner Agreement shall clearly define responsibilities including, but not limited to: installation; access by the Contractor for monitoring; maintenance; term; final ownership/disposition of the equipment; insurance; indemnification of NYSERDA by the ST Site Owner; publicity (including but not limited to posting of project success

information on any NYSERDA website); The Site Owner Agreement shall be consistent with the Agreement between the Contractor and NYSERDA ("NYSERDA Agreement"), and shall not infringe on any of NYSERDA rights specified therein. The Contractor shall develop a written Site Owner Agreement that includes a provision for NYSERDA's Project Manager and invited guests to visit the ST System Site to inspect the equipment and to witness test operations. Invited guests may include other NYSERDA personnel, New York State agency representatives, and other stakeholders. The Site Owner Agreement shall include a provision at NYSERDA's option for NYSERDA or its agent to install any and all necessary equipment and controls at the ST System Site to allow data monitoring of the Project. The existence of this option does not alleviate the Contractor from any obligations to install equipment and monitor the Project operation/performance consistent with this Agreement.

The Contractor shall prepare and submit a ST System Design Report that shall include, but not be limited to, the following components:

Site Map: The Contractor shall prepare and submit a site map of the ST system location, including the location of all proposed ST system ground-mounted components within the ST System Site, including collectors and water tanks, system orientation and tilt angle, point of connection with existing plumbing system, and ST System Site name and address. Any trees or obstructions shall be clearly labeled in the ST System Site map.

System Description: The Contractor shall provide a description of the ST system being purchased and an outline of system specifications, the make and model of major system components, identification and Solar Rating & Certification Corporation (SRCC) Certification. All components installed as part of the ST System must be new. With the exception of the monitoring meter(s), the use of used or refurbished equipment is not permitted under this Agreement. All ST Collectors and ST Hot Water Tanks must be certified as meeting all applicable standards of the Solar Rating and Certification Corporation and detailed in the eligible list found on PowerClerk. PowerClerk is a database used to track applications and installers.

Photographs: The Contractor shall provide photographs of the proposed collector location from both the ground and roof level. Photographs from the ground shall be taken looking south, north, east, and west.

Schematics Drawings: The Contractor shall provide a legible one line diagram using unique line characteristics and standard symbols to clearly describe the ST system. The one line diagram shall include, but not be limited to, the collectors, water tanks, heat exchanger(s), pumps, piping lengths and sizes, controls, insulation requirements, associated wiring. Manufacturers' catalog numbers for the key components and other relevant equipment as applicable.

System Production: The Contractor shall provide a detailed estimate of annual system production (which shall include but not be limited to displaced electricity (kWh), and/or fuel oil (gallons), and/or propane (British Thermal Units per hour (BTUh)), including a one-line diagram as noted above. Calculations and methods used to determine the system production shall be provided.

System Loss Analysis: The Contractor shall calculate all potential system output losses (kilowatt hours or kWh, or equivalent BTUh, generated after all equipment losses are applied) associated with shading, system orientation, tilt angle, etc. Such losses shall be detailed for the ST System Site using industry accepted shading and orientation tools, verifiable assumptions and calculations. Designs will not be approved by NYSERDA where losses due to system shading and orientation exceed 25% of what the ideal system for that location would be without any site losses. In cases where trees or any other obstruction must be removed or moved in order to meet the above rule, payment will not be made until a new system loss analysis and photos have been submitted and reviewed by NYSERDA. All costs

associated with the removal or relocation of tress or any other obstruction shall be borne by the Contractor.

Code Compliant Interconnection: The Contractor shall ensure that each ST System that is designed to be interconnected to heating or domestic hot water systems shall be designed with a code compliant interconnection.

Other Plumbing and Electrical Components: The Contractor shall include the ST System design, all other plumbing and electrical components including, but not limited to, piping, fittings, insulations, tanks, vessels, valves, controls, safety devices, and associated wiring.

Permits and Approvals: The Contractor shall obtain and provide copies of all necessary permits, approvals, certificates, etc. for each system. All permits shall clearly reference installation of the approved ST System at the respective site. If permit(s) are not needed for installation, a signed letter from the Town Code Officer or Authority Having Jurisdiction (AHJ) shall be submitted stating that no building permit is required. The Contractor shall provide copies of required local permits and approvals for each greenhouse.

System Costs: The Contractor shall include an explanation and estimate of any and all costs that the customer will incur associated with the development, installation, and commissioning of the ST System that is not included in the Eligible Installer's price quote

Eligible Installer: The Contractor shall provide NYSERDA-approved Eligible Installer names and Eligible Installer numbers, for all Eligible Installers performing work under this Task.

Compliance with Laws and Codes: The Contractor shall ensure that the installed ST System, and system components comply with any and all manufacturers' installation requirements, applicable laws, regulations, codes, licensing and permit requirements including, but not limited to, the New York State Environmental Quality Review Act (SEQRA), the New York State Building Code, New York State Plumbing Code, the National Electric Code, and all applicable State, city, town, or local ordinances or permit requirements.

Deliverable:

4.1 ST System Design and Site Owner Agreement: Provide all documentation as outlined in Task 4.1 above.

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE SOLAR THERMAL SYSTEM PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

4.2 ST System Purchase

The Contractor shall purchase all components of the ST System and enter into an agreement with a NYSERDA approved Eligible Installer (as identified by NYSERDA on NYSERDA's Solar Thermal Program website: http://www.nyserda.ny.gov/Contractors/Find-a-Contractor/Solar-Thermal-Installers) to complete the installation of the ST System in accordance with the approved ST System Design (Task 4.1). The Contractor shall provide a ST System Purchase Order with details of all components purchased based on the approved ST System Design (Task 4.1) with a detailed invoice identifying the costs of all major components of the ST Systems broken out individually (not aggregated). These major components shall include, but not be limited to, collectors, foundations, heat exchangers, pumps, control systems, and

plumbing. The Contractor shall submit an invoice documenting the costs to execute the system purchase including: partial payments for equipment due on execution of purchase order and fees and Contractor personnel costs related to the system purchase.

Deliverable:
4.2 ST System Purchase: Provide all documentation as outlined in Task 4.2 above.

4.3 ST System Delivery and Site Preparation
The Contractor shall submit confirmation of the delivery of equipment to the ST System Site and document the remaining equipment fees due on delivery, as well as labor, materials, transportation, and other site work costs which have occurred related to preparation for equipment delivery to the ST System Site. Other site work costs shall include, but not be limited to, equipment layout, excavation, panel foundation work, and plumbing work. The Contractor shall coordinate with the NYSERDA approved Eligible Installer on all site preparation work.

Deliverable:
4.3 ST System Delivery & Site Preparation: Provide all documentation as outlined in Task 4.3 above.

4.4 ST System Installations
The Contractor shall ensure that the ST System is installed in accordance with the approved ST System Design (Task 4.1), by a NYSERDA approved Eligible Installer, and with a code compliant interconnection for any systems interconnected to a heating or domestic hot water system.

In order to demonstrate construction and installation has been completed for the ST System, the Contractor shall complete and submit the following documentation:

- Copies of Contractor's Schedule of Values for purchased and installed equipment and materials broken down as follows: Total system and itemized costs broken down as follows: cost of collector(s), cost of water tanks(s), balance of system (piping, fittings, insulation, controls, etc.), and labor and overhead (labor, permitting, etc.).; construction submittals; manufacturer specification sheets; and invoices (including Subcontractor invoices) to support the labor installation costs. The Contractor shall provide, at a minimum, construction submittals for the following ST System components:
    - Collectors;
    - Water tanks;
    - Heat exchanger(s);
    - Pumps;
    - Piping;
    - Controls;
    - Insulation; and
    - Associated wiring.

The Contractor shall coordinate with the ROC and NYSERDA Project Manager to schedule a date for an inspection upon the completion of installation of all equipment and materials for the ST System. The Contractor shall conduct the inspection, identifying each of the major components, and provide the following documentation:

- Narrative support illustrating the process for completion of installation;
- Documentation including identification of any deficiencies (including noted corrections to those deficiencies) or deviations from the approved ST System Design (including justification for how any deviations from the approved ST System Design still meet the original design intent). The

Contractor shall be required to correct any deficiencies identified and justify how any deviations from the approved ST System Design still meet the original design intent; and
- Photographs of installed materials.

The Contractor shall submit copies of the full warranty, provided, for the ST system installed under this Agreement. The system warranty shall be provided to the ST System Owner by the NYSERDA Eligible Installer and include a full five year transferrable warranty. The warranty shall cover all components of the ST System against breakdown or degradation in thermal output of more than ten percent from the original rated thermal output. The warranty shall cover the full costs, including labor and repair or replacement of defective components or systems. The Eligible Installer shall be responsible for providing warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer.

Upon final completion of the installation, the Eligible Installer shall provide the ST System Site Owner with a maintenance manual for each site or one for all four sites containing manufacturer information on all the major components along with a schedule or any regular required system maintenance to be performed. The Contractor shall submit a copy of the maintenance manual(s).

The Contractor shall also include this documentation in the Final Report (Deliverable 1.3). NYSERDA reserves the right to withhold payment under this Task pending correction of any deficiencies noted.

Deliverable:

4.4 ST System Construction Submittals and Installation Documentation: Provide all documentation as outlined in Task 4.4 above.

4.5 ST System Commissioning, Testing, and Start-Up

The Contractor shall perform commissioning for the new ST System installation, and complete the Commissioning Form (Exhibit G) for the ST System. The Commissioning Form shall outline systems commissioned, any deficiencies noted, and corrective actions taken. Commissioning shall be undertaken to ensure that the new ST System is designed, installed and operated as intended per the approved ST System Design (Task 4.1) intent and in a manner that ensures that the projected savings and system benefits are all realized. The Contractor may use a third-party commissioning provider of their choice, or NYSERDA can help identify a consultant for these services.

The Contractor shall perform ST System testing and start-up activities to verify system operations, and document the results of these tests within the Commissioning Form (Exhibit G). This work shall include:
- Testing of collectors to verify system production meets the approved ST System Design (Task 4.1), and that losses due to shading and orientation are not greater than 25%;
- Testing that greenhouse hot water circulating piping meets design flow and temperature for each greenhouse location;
- Pressure testing of piping connected to the control header inside each of the four greenhouses; and
- Control loops and valve testing to verify the ST System operates as designed.

NYSERDA reserves the right to reject the completed commissioning form and withhold payment under this Task pending correction of any deficiencies noted.

Deliverable:

4.5 ST System Commissioning, Testing, and Start-Up: Copy of the Commissioning Form(s) (Exhibit G), including documentation of testing and start-up activities, as outlined in Task 4.5 above.

Task 5: Intentionally Omitted

Task 6: Intentionally Omitted

Task 7: Intentionally Omitted

Project Number 4: Main Street Revitalization-Village of Lyons Falls (Task 8)
The Contractor shall provide new sidewalks in areas that are lacking in the Village, create a trail from the Edge Hotel to Cherry Street, and provide painted crosswalks. The Contractor shall work with its Subcontractor, The Village of Lyons Falls for completion of all Tasks and Deliverables related to the Main Street Revitalization in the Village of Lyons Falls Pilot Project.

Task 8: Main Street Sidewalk and Trails
The Contractor shall perform the following activities to design and install new sidewalks to replace broken, deteriorated, misaligned, or otherwise missing sidewalks on select streets, and an access trail from the Edge Hotel to Cherry Street, within the Village of Lyons Falls.

8.1 Site Owner Agreement*
Site Owner Agreement: The Contractor shall enter into a written Site Owner Agreement (between the Contractor and the Village of Lyon Falls Site Owner) to obtain access to the Village of Lyon Falls Site and authorization to install any and all materials and fixtures as required under this Agreement. The Site Owner Agreement shall clearly define responsibilities including, but not limited to: installation; access by the Contractor for monitoring; maintenance; term; final ownership/disposition of the materials and fixtures; insurance; indemnification of NYSERDA by the Village of Lyon Falls Site Owner; and publicity (including but not limited to posting of project success information on any NYSERDA website). The Site Owner Agreement shall be consistent with the Agreement between the Contractor and NYSERDA ("NYSERDA Agreement"), and shall not infringe on any of NYSERDA rights specified therein. The Contractor shall develop a written Site Owner Agreement that includes a provision for NYSERDA's Project Manager and invited guests to visit the Village of Lyon Falls Site to inspect the installed materials and fixtures. Invited guests may include other NYSERDA personnel, New York State agency representatives, and other stakeholders. The Site Owner Agreement shall include a provision at NYSERDA's option for NYSERDA or its agent to install any and all necessary equipment, controls, or conduct surveys at the Village of Lyon Falls Site to allow data monitoring of the Project. The existence of this option does not alleviate the Contractor from any obligations to install materials and fixtures and monitor the Project operation/performance consistent with this Agreement.

Deliverable:
8.1 Site Owner Agreement: Copy of executed Site Owner Agreement as outlined in Task 8.1

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE MAIN STREET REVITALIZATION IN THE VILLAGE OF LYONS FALLS PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

8.2 Sidewalk and Trail Design*
The Contractor shall prepare and submit a Sidewalk and Trail Design Report that includes the following components:

- Overall site plan indicating locations of sidewalks and trail;
- Length and width of each sidewalk and trail segment, and total length of new sidewalk and trail;

- Plans and cross sections for each individual sidewalk design and the trail design;
- Details for street crossings;
- Design of signs, traffic control, and other items;
- Construction specifications and manufacturer's data for all materials, equipment, and fixtures included in the design;
- Documentation that the Contractor has consulted with the Development Authority of North Country (DANC), and that the project as designed will meet all requirements of DANC; and
- Permitting and Approvals: All local, state, and federal building and transportation permits and approvals required to construct the project. All necessary right of way contracts required to perform the work.

Deliverable:

8.2 **Sidewalk and Trail Design Report** as described in Task 8.2 above.

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE MAIN STREET REVITALIZATION IN THE VILLAGE OF LYONS FALLS PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

8.3 Sidewalk and Trail Construction

The Contractor shall construct the project in accordance with the approved Sidewalk and Trail Design (Task 8.2). In order to demonstrate construction of the Sidewalks and Trails have been completed, the Contractor shall complete and submit the following documentation:

- Copies of invoices for purchased and installed equipment and materials, construction submittals, manufacturer specification sheets, and invoices (including Subcontractor invoices) to support the labor installation costs.

  The Contractor shall coordinate with the ROC and NYSERDA Project Manager to schedule a date for an inspection upon the completion of construction of the Sidewalk and Trails. The Contractor shall conduct the inspection, identifying each of the major components, and provide the following documentation:
- Narrative support illustrating the process for completion of installation;
- Documentation including identification of any deficiencies (including noted corrections to those deficiencies) or deviations from the approved Sidewalk and Trail Design (including justification for how any deviations from the approved Sidewalk and Trail Design still meet the original design intent). The Contractor shall be required to correct any deficiencies identified and justify how any deviations from the approved Sidewalk and Trail Design still meet the original design intent; and
- Photographs of installed materials.

The Contractor shall also include this documentation in the Final Report (Deliverable 1.3). In addition, the Contractor will conduct a survey of neighborhood residents to assess the quality of work constructed and usability of the sidewalks and trails. The results of the survey will be incorporated into the Final Report (Deliverable 1.3) NYSERDA reserves the right to withhold payment under this Task pending correction of any deficiencies noted.

Deliverable:

8.3 **Sidewalk and Trail Construction Submittals and Installation Documentation**: Provide all documentation as outlined in Task 8.3 above.

Project Number 5: Main Street Revitalization- Village of Saranac Lake (Tasks 9-13)
The Main Street Revitalization pilot project involves the following elements to be installed at the Hotel Saranac on Main Street in Saranac Lake:

- Electric Vehicle Charging Stations: Installation of one double-station electric vehicle supply equipment (EVSE) charging station (with the capacity to charge two cars);
- 83 dual-flush, low-flow toilet fixtures, and 83 low-flow sink faucets;
- Building façade improvements; and
- Building envelope improvements for energy efficient windows and insulation (as per the scope of work with NYSERDAs New Construction Program).

The Contractor shall work with its Subcontractor, the Village of Saranac Lake, for completion of all Tasks and Deliverables related to the Main Street Revitalization in Village of Saranac Lake Pilot Project.

Task 9: Site Owner Agreement*
The Contractor shall enter into a written Site Owner Agreement (between the Contractor and the Hotel Saranac Site Owner) to obtain access to the Hotel Saranac Site and authorization to install and operate any and all equipment as required under this Agreement. The Site Owner Agreement shall clearly define responsibilities including, but not limited to: installation; access by the Contractor for monitoring; maintenance; term; final ownership/disposition of the equipment; insurance; indemnification of NYSERDA by the Hotel Saranac Site Owner; publicity (including but not limited to posting of project success information on any NYSERDA website); and payment of energy costs. The Site Owner Agreement shall be consistent with the Agreement between the Contractor and NYSERDA ("NYSERDA Agreement"), and shall not infringe on any of NYSERDA rights specified therein. The Contractor shall develop a written Site Owner Agreement that includes a provision for NYSERDA's Project Manager and invited guests to visit the Hotel Saranac Site to inspect the equipment and to witness test operations. Invited guests may include other NYSERDA personnel, New York State agency representatives, and other stakeholders. The Site Owner Agreement shall include a provision at NYSERDA's option for NYSERDA or its agent to install any and all necessary equipment and controls at the Hotel Saranac Site to allow data monitoring of the Project. The existence of this option does not alleviate the Contractor from any obligations to install equipment and monitor the Project operation/performance consistent with this Agreement.

Deliverable:
9.0 Site Owner Agreement: Copy of executed Site Owner Agreement as outlined in Task 9.0

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE MAIN STREET REVITALIZATION IN THE VILLAGE OF SARANAC LAKE PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

Task 10: Electric Vehicle Charging Stations
The Contractor shall perform the following activities to design, purchase, and install one double-station EVSEs (serving two vehicles), including all components necessary to operate the stations.

10.1 EVSE Station Design
The Contractor shall design one double-station EVSEs (serving two vehicles), including all components necessary to operate the stations. The Contractor shall prepare and submit an EVSE Station Design Report that includes the following design and construction documents:

- The proposed EVSE location at the Hotel Saranac property and construction plans;

- Site plan, and design schematics;
- Hardware and software requirements;
- Electrical requirements;
- Equipment specifications; and
- Any studies, calculations or other documentation used to inform the design.

Each installed EVSE shall be able to charge a Plug-In-Vehicle (PEV) and be capable of collecting data required under Task 10.4 and for the PBMR. The Contractor shall design a video component for the EVSEs which shall be connected to the ChargePoint Network, one of the world's predominant and most open EV networks. Charging shall be available 24 hours a day at no cost to the user.

Deliverable:

10.1 EVSE Station Design Report: EVSE Station Design Report as outlined in Task 10.1 above.

10.2 EVSE Detailed Construction Budget*

The Contractor shall prepare and submit a detailed construction budget showing all project costs for this Task, which shall include: EVSE, ancillary EVSE equipment, site work, installation equipment, and permitting and engineering. The Contractor shall provide price quotes to support equipment and Subcontractor costs. For any direct labor hours, the Contractor shall list the employee's title, hourly rate, and overhead/fringe rates.

Examples of costs that would be eligible for inclusion in the detailed price quote shall include, but not be limited to:

- EVSE charging equipment;
- Electric supply and metering equipment;
- Electrical conduit and wiring;
- Data connections;
- Directly related site work such as patching pavement that had to be torn up to install conduit and concrete slabs for EVSE installation;
- Posts and bollards for EVSE protection;
- Electric service upgrades necessary to support the EVSE;
- Direct installation-related labor; and
- The cost of general permitting and engineering directly related to the installation of the equipment.

Minimum Standards and Approvals: The Contractor shall provide confirmation from the EVSE manufacturer that the EVSE meets all applicable codes and standards, and is Underwriters Laboratories (UL) or other equivalent test laboratory listed. To prepare the installation site for EVSEs, the Contractor shall apply for and receive permits, approvals and agreements to install the EVSEs send a letter or email to the local electric utility to inform them of the pending installation.

Deliverable:

10.2 EVSE Detailed Construction Budget and Minimum Standards and Approvals as outlined in Task 10.2 above.

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE MAIN STREET REVITALIZATION IN THE VILLAGE OF SARANAC LAKE PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

10.3 EVSE Purchase and Installation

The Contractor shall purchase and install the double-station EVSE and any applicable software and hardware upgrades in accordance with the approved design and construction budget (Tasks 10.1 and 10.2). In order to demonstrate construction and installation has been completed for the EVSE equipment, the Contractor shall complete and submit the following documentation:

- Copies of construction submittals and manufacturer specification sheets for proposed materials, equipment, and fixtures; and
- Copies of invoices for purchased and installed materials and invoices (including Subcontractor invoices) to support the labor installation costs.

Equipment purchased under this contract shall remain on the Hotel Saranac Property at the conclusion of the Work and for a minimum period of four (4) years after it is placed in service. Upon completion of installation, the Contractor shall test the EVSE and verify that they operate in accordance with the approved design. The Contractor shall coordinate with the ROC and NYSERDA Project Manager to schedule a date for a site inspection upon the completion of installation of the EVSE station. The Contractor shall conduct the inspection, identifying each of the major components, and provide the following documentation:

- Narrative support illustrating the process for completion of installation;
- Documentation including identification of any deficiencies (including noted corrections to those deficiencies) or deviations from the EVSE Station Design (including justification for how any deviations from the approved EVSE Station Design still meet the original design intent). The Contractor shall be required to correct any deficiencies identified and justify how any deviations from the approved EVSE Station design still meet the original design intent; and
- Photographs of installed materials.

The Contractor shall also include this documentation in the Final Report (Deliverable 1.3). NYSERDA reserves the right to withhold payment under this Task pending correction of any deficiencies noted.

Deliverable:

10.3 EVSE Purchase and Installation Documentation: Provide documentation as outlined in Task 10.3 above.

10.4 EVSE Data Collection and Reporting

The Contractor shall maintain and operate all equipment so it is able to charge a Plug-in Electric Vehicle (PEV) for a minimum period of four (4) years after the equipment is placed in service. The Contractor shall prepare and provide energy performance reports on a monthly basis for the duration of the four (4) year reporting period. The reports shall include:

- Monthly power (reported in alternating current [AC] kilowatts [kW]);
- Monthly total energy (reported in AC kilowatt hours [kWh]); and
- Number of charging sessions per month.

The Contractor may not sell, retire, or dispose of equipment without the prior written authorization of NYSERDA prior to the end of the four (4) year reporting period. If the Contractor fails to ensure this requirement is met or fails to maintain and operate the equipment before the end of the four (4) year reporting period, the funds disbursed for this equipment, Tasks 10.1 through 10.4 of this Agreement shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

Deliverable:

10.4 EVSE Data Collection and Reporting: Copies of monthly energy performance reports including the information outlined in Task 10.4, emailed to NYSERDA on a monthly basis for the duration of the four (4) year reporting period following payment of Deliverable 10.3, but no payment shall be held for receipt of these reports.

Task 11: Low-Flow Faucets and Dual-Flush Fixtures Installation:
The Contractor shall purchase and install low-flow sink faucets at each sink; and associated plumbing including, but not limited to, pipes and valves in 83 hotel guest room bathrooms at the Hotel Saranac. Faucets shall meet the following performance specification:

- Low-flow bathroom sink faucets shall use a maximum of 1.5 gallons (of water) per minute (gpm).

In order to demonstrate construction and installation has been completed for the low-flow sink faucets the Contractor shall complete and submit the following documentation:

- Copies of construction submittals and manufacturer specification sheets for proposed materials, equipment, and fixtures; and
- Copies of invoices for purchased and installed materials and invoices (including Subcontractor invoices) to support the labor installation costs.

The Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of installation of all the low-flow sink faucets. The Contractor shall conduct the inspection, identifying each of the major installed components, and provide the following documentation:

- Documentation including identification of any deficiencies (including noted corrections to those deficiencies) or deviations from the performance specifications required under this Task (including justification for how any deviations from the performance specifications required under this Task still meet or exceed the original performance specifications). The Contractor shall be required to correct any deficiencies identified and justify how any deviations from the required performance specifications still meet the original design intent; and
- Photographs of installed materials.

The Contractor shall also include this documentation in the Final Report (Deliverable 1.3). NYSERDA reserves the right to withhold payment under this Task pending correction of any deficiencies noted.

Deliverable:

11.0 Low Flow Faucet Installation Documentation: Provide all documentation as outlined in Task 11 above.

Task 12: Building Façade Design and Restoration:
The Contractor shall complete the following activities for design and restoration of the building façade for Hotel Saranac:

12.1 Façade Design*

The Contractor shall prepare and submit architectural plans for the proposed Hotel Saranac building façade improvements, and provide design documentation including manufacturer's data and materials specifications. Building façade components under this Task shall include but not be limited to the following components:

- Concrete work including foundations, slabs and entryways;
- Masonry work including pointing, cleaning, openings and infill;
- Roofing, flashings and other water proofing and management as needed;
- Increased caulking around openings throughout the structure; and
- Other building façade improvements to be identified by the Contractor and approved by the NYSERDA Project Manager.

Deliverable:

12.1 Façade Restoration Design Documentation: Provide plans and documentation as outlined in Task 12.1 above.

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE MAIN STREET REVITALIZATION IN THE VILLAGE OF SARANAC LAKE PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

12.2 Façade Restoration

The Contractor shall construct the project in accordance with the approved Façade Design (Task 12.1). In order to demonstrate restoration of the Hotel Saranac Façade has been completed, the Contractor shall complete and submit the following documentation:

- Copies of invoices for purchased and installed equipment and materials, construction submittals, manufacturer specification sheets, and invoices (including Subcontractor invoices) to support the labor installation costs.

The Contractor shall coordinate with the ROC and NYSERDA Project Manager to schedule a date for an inspection upon the completion of installation of all equipment and materials for the Hotel Saranac Façade Restoration. The Contractor shall conduct the inspection, identifying each of the major components, and provide the following documentation:

- Narrative support illustrating the process for completion of installation;
- Documentation including identification of any deficiencies (including noted corrections to those deficiencies) or deviations from the approved Façade Design (including justification for how any deviations from the approved Façade Design still meet the original design intent). The Contractor shall be required to correct any deficiencies identified and justify how any deviations from the approved design still meet the original design intent; and
- Photographs of installed materials.

The Contractor shall also include this documentation in the Final Report (Deliverable 1.3). NYSERDA reserves the right to withhold payment under this Task pending correction of any deficiencies noted.

Deliverable:

12.2 Façade Restoration Construction Submittals and Installation Documentation: Provide all documentation as outlined in Task 12.2 above.

Task 13: Building Envelope Improvements:

The Contractor shall implement the agreement in place between NYSERDA's New Construction Program (NCP) and the Contractor for building envelope improvements to the Hotel Saranac. Improvements under the NCP scope of work include analysis and incentives for the purchase and installation of energy efficient windows. The Contractor shall be permitted to use the cost difference (Contractor Cost Share less the NYSERDA NCP incentive) for these items towards the cost share for the Hotel Saranac Pilot Project under this Task (Task 13) of this Agreement.

The Contractor shall construct the Hotel Saranac Building Envelope Improvements in accordance with the requirements of their NYSERDA NCP agreement. In order to demonstrate that construction of the Building Envelope Improvements was completed, the Contractor shall complete and submit the following documentation:

- Copies of invoices for purchased and installed equipment and materials, construction submittals, manufacturer specification sheets, and invoices (including Subcontractor invoices) to support the labor installation costs.

  The Contractor shall coordinate with the ROC and NYSERDA Project Manager to schedule a date for a site inspection upon the completion of installation of all equipment and materials for the Building Envelope Improvements. The Contractor shall conduct the inspection, identifying each of the major components, and provide the following documentation:
- Narrative support illustrating the process for completion of installation;
- Documentation including identification of any deficiencies (including noted corrections to those deficiencies) or deviations from the NYSERDA NCP scope of work (including justification for how any deviations from the approved design under the NYSERDA NCP scope of work meet the original design intent). The Contractor shall be required to correct any deficiencies identified and justify how any deviations from the approved design under the NYSERDA NCP scope of work design still meet the original design intent; and
- Photographs of installed materials.

The Contractor shall also include this documentation in the Final Report (Deliverable 1.3). NYSERDA reserves the right to withhold payment under this Task pending correction of any deficiencies noted.

Deliverable:

13.0 Building Envelope Improvements Construction Submittals and Installation Documentation: Provide all documentation as outlined in Task 13 above. The Contractor is only permitted to use the cost difference (Contractor Cost Share less the NYSERDA NCP incentive) for items under this Deliverable towards the cost share for the Hotel Saranac Pilot Project under this Task (Task 13) of this Agreement.

Project Number 6: Hydroelectric Power Plant Upgrade –Village of Saranac Lake (Task 14)

The Village of Saranac Lake owns and operates a small dam and hydroelectric turbine at the head of Lake Flower. The turbine is designed to generate up to 200kWh but due to current equipment, the actual capacity is only 110 kWh. This pilot project involves the installation of upgrades to bring the power plant up to full capacity. The Contractor shall work with its Subcontractor, The Village of Saranac Lake for completion of all Tasks and Deliverables related to the Hydroelectric Power Plant Upgrade Pilot Project.

Task 14: Hydroelectric Power Plant Upgrades

The Contractor shall perform the following activities for design and installation of upgrades to the Hydroelectric Power Plant in Saranac Lake, NY:

14.0 Site Owner Agreement*

The Contractor shall enter into a written Site Owner Agreement (between the Contractor and the Hydroelectric Power Plant Site Owner) to obtain access to the Hydroelectric Power Plant Site and authorization to install and operate any and all equipment as required under this Agreement. The Site Owner Agreement shall clearly define responsibilities including, but not limited to: installation; access by the Contractor for monitoring; maintenance; term; final ownership/disposition of the equipment; insurance; indemnification of NYSERDA by the Hydroelectric Power Plant Site Owner; publicity (including but not limited to posting of project success information on any NYSERDA website); and payment of energy costs. The Site Owner Agreement shall be consistent with the Agreement between the Contractor and NYSERDA ("NYSERDA Agreement"), and shall not infringe on any of NYSERDA rights specified therein. The Contractor shall develop a written Site Owner Agreement that includes a provision for NYSERDA's Project Manager and invited guests to visit the Hydroelectric Power Plant Site

to inspect the equipment and to witness test operations. Invited guests may include other NYSERDA personnel, New York State agency representatives, and other stakeholders. The Site Owner Agreement shall include a provision at NYSERDA's option for NYSERDA or its agent to install any and all necessary equipment and controls at the Hydroelectric Power Plant Site to allow data monitoring of the Project. The existence of this option does not alleviate the Contractor from any obligations to install equipment and monitor the Project operation/performance consistent with this Agreement.

Deliverable:
14.0 Site Owner Agreement: Copy of executed Site Owner Agreement as outlined in Task 14.0

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE HYDROELECTRIC POWER PLANT UPGRADE PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

14.1 Hydroelectric Power Plant Upgrade Design*
The Contractor shall design upgrades to the Hydroelectric Power Plant. The Contractor shall ensure this design includes measures to enable the existing turbine to achieve its full capacity of 200 kWh of electricity generation, through replacement of the plants faulty programmable logic controller (PLC). The design shall also include the installation of a back-up battery or uninterruptable power supply (UPS), and provide local alarm capabilities in the event of a system malfunction. The Contractor shall submit a Hydroelectric Power Upgrade Design Report for the Hydroelectric Power Upgrade that includes the following items:

- System schematics, power and wiring diagrams;
- Construction specifications and manufacturer's data for all materials, equipment, and fixtures included in the design, including PLC, battery, and alarm system;
- Calculations, and assumptions that support the design;
- The management strategy for the system including load management and system optimization considerations;
- A narrative describing normal system operations; conditions under which the local alarm system will be enacted, and how alarm response will be handled; and the operations of the back-up power supply and the length of time that will be provided by back-up power; and
- Documentation that the upgrades as designed comply with all local and state building codes, including a building permit from the Village of Saranac Lake and a Certificate of Compliance upon completion. A utility agreement is already in place between the Village of Saranac Lake and National Grid for operation of the Hydroelectric Power Plant.

Deliverables:
14.1 Hydroelectric Power Upgrade Design Report as outlined in Task 14.1 above.

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE HYDROELECTRIC POWER PLANT UPGRADE PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

14.2 Installation of Upgrades:
The Contractor shall construct the project in accordance with the approved Hydroelectric Power Upgrade Design (Task 14.1). In order to demonstrate construction and installation has been completed for the Hydroelectric Power Upgrades, the Contractor shall complete and submit the following documentation:

- Copies of invoices for purchased and installed equipment and materials, construction submittals, manufacturer specification sheets, and invoices (including Subcontractor invoices) to support the labor installation costs; and
- System performance report showing total electricity generation (kWh/year).

The Contractor shall coordinate with the ROC and NYSERDA Project Manager to schedule a date for an inspection upon the completion of installation of all equipment and materials for the Hydroelectric Power Upgrade. The Contractor shall conduct the inspection, identifying each of the major components, and provide the following documentation:

- Narrative support illustrating the process for completion of installation;
- Documentation including identification of any deficiencies (including noted corrections to those deficiencies) or deviations from the approved Hydroelectric Power Upgrade Design (including justification for how any deviations from the approved Hydroelectric Power Upgrade Design still meet the original design intent). The Contractor shall be required to correct any deficiencies identified and justify how any deviations from the approved Hydroelectric Power Upgrade Design still meet the original design intent; and
- Photographs of installed materials.

The Contractor shall also include this documentation in the Final Report (Deliverable 1.3). NYSERDA reserves the right to withhold payment under this Task pending correction of any deficiencies noted.

Deliverables:

14.2 Hydroelectric Power Upgrade Construction Submittals and Installation Documentation: Provide all documentation as outlined in Task 14.2 above.

Project Number 7: Continuous Flow Drum Composter – North Country School (Task 15)

The Contractor shall design a continuous flow drum composting system capable of processing approximately 150 pounds of food waste per day. The resulting product of composting operations shall be high quality garden/farm soil. The Contractor shall work with its Subcontractor, The North Country School for completion of all Tasks and Deliverables related to the Continuous Flow Drum Composter Pilot Project.

Task 15: Continuous Flow Drum Composter System

The Contractor shall perform the following activities for design and installation of four (4) continuous flow drum composting systems for the North Country School :

15.0 Site Owner Agreement*

The Contractor shall enter into a written Site Owner Agreement (between the Contractor and the North Country School Site Owner) to obtain access to the North Country School Site and authorization to install and operate any and all equipment as required under this Agreement. The Site Owner Agreement shall clearly define responsibilities including, but not limited to: installation; access by the Contractor for monitoring; maintenance; term; final ownership/disposition of the equipment; insurance; indemnification of NYSERDA by the North Country School Site Owner; publicity (including but not limited to posting of project success information on any NYSERDA website); and payment of energy costs. The Site Owner Agreement shall be consistent with the Agreement between the Contractor and NYSERDA ("NYSERDA Agreement"), and shall not infringe on any of NYSERDA rights specified therein. The Contractor shall develop a written Site Owner Agreement that includes a provision for NYSERDA's Project Manager and invited guests to visit the North Country School Site to inspect the equipment and to witness test operations. Invited guests may include other NYSERDA personnel, New York State agency representatives, and other stakeholders. The Site Owner Agreement shall include a provision at NYSERDA's option for NYSERDA or its agent to install any and all necessary equipment and controls at

the North Country School Site to allow data monitoring of the Project. The existence of this option does not alleviate the Contractor from any obligations to install equipment and monitor the Project operation/performance consistent with this Agreement.

Deliverable:
15.0 Site Owner Agreement: Copy of executed Site Owner Agreement as outlined in Task 15.0

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE CONTINUOUS FLOW DRUM COMPOSTER PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

15.1 Composter System Design*
The Contractor shall prepare and submit documentation Composter System Design Report for the system that includes the following items:

- Overall site plan indicating location and layout of equipment;
- System schematics and process flow diagram;
- Construction specifications and manufacturer's data for all materials, equipment, and fixtures included in the design;
- Estimated detention time from food waste deposited into the composter until compost is ready;
- Feedstock supply: Documentation that North Country School, Inc. will be providing sufficient feedstock to process approximately 150 pounds of food waste per day;
- All local, state, and federal building and local utility permits and approvals required to construct the project including, but not limited to: Solid waste permit (Part 360) from NYSDEC and evidence of local building permit(s) to comply with zoning requirements in the Village of Lake Placid.

Deliverable:
15.1a Composter System Design Report as outlined in Task 15.1 above.
15.1b Addendum to Composter System Design Report

GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE CONTINUOUS FLOW DRUM COMPOSTER PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION

15.2 Composter System Installation

The Contractor shall install four (4) complete Continuous Flow Drum Composter Systems in accordance with the approved Composter System Design under Task 15.1. In order to demonstrate construction and installation has been completed for the Composter System Installation, the Contractor shall complete and submit the following documentation:

- Copies of invoices for purchased and installed equipment and materials, construction submittals, manufacturer specification sheets, and invoices (including Subcontractor invoices) to support the labor installation costs.

The Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for an inspection upon the completion of installation of all equipment and materials for the Composter System Installation. The Contractor shall conduct the inspection, identifying each of the major components, and provide the following documentation:

- Narrative support illustrating the process for completion of installation;
- Documentation including identification of any deficiencies (including noted corrections to those deficiencies) or deviations from the approved Composter System Design (including justification for how any deviations from the approved Composter System Design still meet the original design intent). The Contractor shall be required to correct any deficiencies identified and justify how any deviations from the approved Composter System Design still meet the original design intent; and
- Photographs of installed materials.

The Contractor shall also include this documentation in the Final Report (Deliverable 1.3). NYSERDA reserves the right to withhold payment under this Task pending correction of any deficiencies noted.

Deliverable:

15.2a **Continuous Flow Drum Composter Construction Submittals and Installation Documentation**: Provide all documentation as outlined in Task 15.2 above.

15.2b Addendum to **Continuous Flow Drum Composter Construction Submittals and Installation Documentation**: Provide all documentation as outlined in Task 15.2 above for Unit 2.

15.2c Addendum to **Continuous Flow Drum Composter Construction Submittals and Installation Documentation**: Provide all documentation as outlined in Task 15.2 above for Unit 3.

15.2d Addendum to **Continuous Flow Drum Composter Construction Submittals and Installation Documentation**: Provide all documentation as outlined in Task 15.2 above for Unit 4.

15.3 Continuous Flow Drum Composter Operations and Maintenance

The Contractor shall maintain and operate the equipment for a minimum period of four (4) years after the equipment is placed in service (Reporting Period). The Contractor may subcontract these requirements to another entity with NYSERDA's written approval, subject to Article 5 of Exhibit B, which shall be granted or withheld at NYSERDA's sole discretion. If these requirements are subcontracted, the Contractor shall still be solely responsible for completion of this Task and submission of associated Deliverables.

The Contractor shall prepare and provide Annual Operating Reports on a yearly basis for the duration of the Reporting Period. The Annual Operating Reports shall include:

- Food waste accepted per year (pounds (lbs) or tons);
- Other waste accepted per year, such as yard and garden wastes (pounds (lbs) or tons);
- Volume of soil amendment produced per year (cubic feet (CF) or cubic yards (CY); and
- Area land soil amendment is applied to per year (acres).

The Contractor shall maintain the Continuous Flow Drum Composter in good working order to be able to produce a high quality soil/garden amendment for the entire Reporting Period. The Contractor may not sell, retire, or dispose of equipment without the prior written authorization of NYSERDA prior to the end of the Reporting Period. If the Contractor fails to ensure this requirement is met or fails to maintain and operate the equipment before the end of the Reporting Period, the funds disbursed for this equipment, Task 15 of this Agreement shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

Deliverable:

15.3 **Annual Operating Reports**: Copies of Annual Operating Reports as outlined in Task 15.3 above, emailed to NYSERDA on a yearly basis for the first four years following payment of Deliverable 15.2, but no payment shall be held for receipt of these reports.

Project Number 8: Fuel Oil to Wood Pellet Conversion – Town of Stockholm (Task 16)
The Contractor will provide the design, and installation of a fully-automated wood pellet boiler system sized and configured as required to meet the NYSERDA CGC Biomass Commercial Heating System Program Requirements (attached as Exhibit H). The project will replace heating oil used to heat the Town's Garage facility, which houses the Town's Highway Department ("Project Site"). The project anticipates displacing 2,000 gallons of fuel oil annually. The Contractor shall work with its Subcontractor, The Town of Stockholm for completion of all Tasks and Deliverables related to the Fuel Oil to Wood Pellet Conversion Pilot Project.

Task 16: Install High Efficiency Commercial Wood Pellet Boiler

The Contractor, in conjunction with the rest of the Contractor Team, shall perform the following activities:

A. **Site Owner Agreement***: The Contractor shall enter into a written Site Owner Agreement to obtain access to the Project Site and authorization to install and operate any and all equipment as required under this Agreement. The Contractor shall execute the Site Owner Agreement with the Project Site prior to proceeding with the remaining Tasks and Deliverables for the site and flow down all requirements for the Commercial Site outlined in this Agreement. The Contractor shall comply with all requirements outlined in NYSERDA's CGC Commercial Biomass Heating System Program Requirements as outlined in Exhibit H unless otherwise indicated. The Site Owner Agreement shall clearly define responsibilities including, but not limited to: installation; access by the Contractor for monitoring; maintenance; term; final ownership/disposition of the equipment; insurance; indemnification of NYSERDA by the Site Owner; publicity (including but not limited to posting of project success information on any NYSERDA website); and payment of energy costs. The Site Owner Agreement shall be consistent with the Agreement between the Contractor and NYSERDA ("NYSERDA Agreement"), and shall not infringe on any of NYSERDA rights specified therein. The Contractor shall develop a written Site Owner Agreement that includes a provision for NYSERDA's Project Manager and invited guests to visit the Project Site to inspect the equipment and to witness test operations. Invited guests may include other NYSERDA personnel, New York State agency representatives, and other stakeholders. The Site Owner Agreement shall include a provision at NYSERDA's option for NYSERDA or its agent to install any and all necessary equipment and controls at the Project Site, at its own cost, to allow data monitoring of the Project. The existence of this option does not alleviate the Contractor from any obligations to install equipment and monitor the Project operation/performance consistent with this Agreement. Commercial projects are subject to Occupational Safety and Health Administration (OSHA) requirements and the Contractor shall notify the Site Owner of this requirement via inclusion of this requirement in the Site Owner Agreement. Additionally, the written Site Owner Agreement shall ensure that only premium wood pellets are used for the period of eight (8) years for the heating system.

B. **Draft and Final Building Heat Load Determination**: The Contractor shall develop and submit draft and final heat load determinations to determine the actual building heat load and in order to demonstrate proper sizing of the boiler and thermal storage system pursuant to the building's heating needs using US Department of Energy Modeling software such as Energy-10, DOE-2/eQUEST, Manual J of the Air Conditioning Contractors of America (ACCA), or an equivalent energy simulation program (approved by the NYSERDA Project Manager). The Contractor shall gather necessary on-site building information and measurements or use recent energy audit measurements, if they are of equal quality and sufficient detail. Such building heating load determination shall at a minimum include: bin-hour analysis; annual heat load profile; diurnal heat load profile on demand day; diurnal heat load profile on shoulder day (late October or March); and other hourly load profiles as appropriate.

C. **Heating Systems Design***: The Contractor shall design the wood pellet boiler heating system (and provide a Heating System Design) for the Project Site with respect to the approved building heat load determination in Task 16B above. The Contractor shall ensure the following requirements are met as part of the development of the Heating System Design for the Project Site:

- Optimize the heating system for annual thermal efficiency by accounting for the existing supplemental non-wood boiler's ability (if applicable) to meet peak heating loads (when operating in tandem with the pellet system) as well as low loads often experienced during the shoulder months.
- Size the wood pellet boiler for the application with particular attention to avoid oversizing the boiler. It is anticipated that the wood pellet boiler system shall be sized at <60% of the design day heating load for the Project Site.
- Ensure the thermal storage system is sized appropriately based on the size of the wood pellet boiler being designed. The minimum size of thermal storage shall be based on the boiler manufacturer's recommendation for the application and size of the boiler but shall not be less than 20 gallons per 10,000 Btu/h. The minimum thermal storage for boilers less than or equal to 25 kW (<85,000 Btu/h) is 119 gallons. Only vessels designed as thermal storage tanks shall be used, as these are engineered with thermodynamic considerations, achieve thermal stratification, communicate with the heating control systems, and are insulated to minimize jacket losses. No repurposed domestic hot water or propane tanks shall be used.
- Ensure the wood pellet boiler has a flue gas CO concentration at rated output of no more than 270 ppm at 7% oxygen at high load. The wood pellet boiler shall have a minimum thermal efficiency of 85% at rated output using the higher heating value (HHV) of the pellet fuel if tested using an input/output method. Alternatively a simple full load, steady state combustion efficiency measurement by the stack loss method (Canadian Standards Association B415) shall be used, but in this case, the minimum efficiency requirement is 88% HHV. Additionally, the wood pellet boiler heating system shall have a Particulate Matter (PM) emissions rate of no more than 0.080 lb/MMBtu. All institutional applications at schools, health care facilities, nursing homes, or other locations with similar sensitive populations, shall have a PM emissions rate of no more than 0.030 lb/MMBtu.
- Take steps to minimize thermal losses to non-heated spaces. Such considerations may include, but not be limited to, insulating the room or container that houses the boiler (if applicable) and thermal storage tank.
- The Contractor shall design the exhaust stack and location to prevent exposure of the exhaust emissions to building occupants and visitors or to people in frequently occupied outdoor areas such as playgrounds and meet NYS code requirements (http://publicecodes.cyberregs.com/st/ny/st/b400v10/st_ny_st__b400v10_10_par038.htm). The boiler's stack height and location must be sufficient to adequately disperse emissions from the immediate vicinity and prevent entrainment of exhaust gases and particles into the building air intakes and to minimize exposure at ground level adjacent to the building on which the stack is being located. The stack shall be a minimum of five (5) feet above the highest point of a large flat building that it is heating and above the roof height of any other taller building within one hundred (100) feet of the unit. In no case should the stack height be at or below the building height. In addition, the stack shall not be placed in close proximity to an air intake or operable window. Stack design shall also minimize horizontal piping and bends. Projects at schools, hospitals and other locations with similar populations shall use dispersion techniques and engineering design considerations of the stack height and placement (see, for example www.epa.gov/ttn/scram/guidance_permit.htm for some EPA documents on good engineering stack height and modeling).
- If the building does not have a building energy management system, a less advanced control system such as a programmable thermostat may be acceptable. The determination of the appropriate level of controls and integration with an existing energy management system is site

specific and depends in part on the approved heat load calculation completed under Task 16B above.

- Ensure all wood pellet boiler heating systems use premium wood pellets as the fuel input. Premium wood pellets are 100% wood composition with no construction or demolition debris such as pressure treated or painted wood (which may contain heavy metals such as copper, chromium, arsenic, lead and cadmium) or plastic binders or fillers. Pellets must have a calorific value of no less than 8000 Btu/lb, low ash content (<1%), low moisture content (<8%), chlorides less than 300 ppm and no other additives (0%).
- Ensure all pellet storage is located outside of the building.
- All components installed as part of an approved biomass boiler system must be new. The use of used or refurbished equipment is not permitted under this Agreement.
- Determine that the building at the Project Site is structurally able to support the addition of a biomass boiler and thermal storage system as described in all relevant national and New York State codes and standards. All wood pellet boiler heating systems, system components, and installations shall comply with any and all manufacturers' installation requirements, applicable laws, regulations, codes, licensing and permit requirements including, but not limited to, the New York State Environmental Quality Review (SEQR), the New York State Building Code, New York State Plumbing Code, the National Electric Code, Fire Codes and all applicable State, city, town, or local ordinances or permit requirements.

The Contractor shall include the following documentation in the Commercial Heating System Design Report to ensure the above requirements are met for the Project Site:

- Engineering design documents including a heating system schematic design drawings with all components, including but not limited to the wood pellet boiler, thermal storage, any non-wood boiler heating source boiler, heat distribution system (zones and emitters), piping, heat exchangers, return water temperature protection, balancing valves, three-way mixing valves, drain valves, expansion tanks, air separators, circulators, outdoor temperature sensors, thermostat, power outage protection scheme, energy management system (or less advanced control system, such as a programmable thermostat), outdoor pellet storage and conveyance, location of the exhaust stack, and wiring schematic for review and approval by NYSERDA. Outdoor pellet storage is defined as any space which is fully air-sealed from the interior habitable spaces. In any case where this storage is not clearly external, the Contractor shall submit descriptions, photos, or drawings of the space to the Project Manager for review on a case-by-case basis to determine the adequacy of the storage solution.
- Description of System Operation: Simple schematic diagram of the system that lists the sequence of operations including all actions that initiate demand for heat and all actions that shut off operations. This schematic diagram shall convey the functional layout of the system in order to understand the energy flows and thermodynamic boundaries. This diagram shall include the flow of fuel and thermal energy between heating system components and the Project Site. The number of heat exchange steps, the direction of fluid flow, the operational temperature of each loop, and net heat supplied to the building are to be shown.
- Electrical Controls and Wiring Diagram: Simple line diagram including temperature controls, sensors, wiring and other pertinent components of the control system.
- Equipment specification sheets for the major components of the heating system that shall include, but not be limited to, the pellet boiler, thermal storage, outdoor pellet storage, piping, heat exchangers, and energy management system.
- Submit third-party performance testing for thermal efficiency, PM, and CO concentration for the boiler model being installed with wood pellets as the fuel input based on the requirements outlined above.
- Submittals or specification sheets for a hard-wired CO detection system and alarm that shall be included in the boiler room design that has the ability to sound an audible alarm, and then trigger

an automatic pellet boiler shutdown if necessary. Alternatively, documentation of equivalent safety features in boiler design will be considered and shall be approved by the NYSERDA Project Manager upon approval of the design Deliverable.

- Submittals or specification sheets for insulation of the room or container that houses the boiler and thermal storage tank (if applicable).
- Copy of the Heating System Design approval by the New York State (NYS) Department of Environmental Conservation (NYSDEC), NYS Education Department (NYSED), and/or local code official depending on size.
- Statement of compliance with the above requirements and any supporting documentation.

The Contractor shall also include this documentation in the Final Report (Deliverable 1.3).

D. **Installation and Inspection:** The Contractor shall install the wood pellet boiler system according to the approved Heating System Design (Task 16C above). The Contractor shall ensure the wood pellet boiler is installed by an installer/contractor who has meets the criteria for PON 3010 Renewable Heat NY Biomass Boiler Program Renewable Heat NY participation, but formal RHNY designation is not required. The Contractor shall ensure the installer/contractor has met these criteria, which include:

- Completing the distributor's/manufacturer's training for the boiler that the installer/contractor is installing;
- Being based within approximately 2 hours of the Project Site; and
- Having at least two years' experience installing hydronic wood pellet boiler systems.

The Contractor shall submit a certificate of completion or a letter from the manufacturer as evidence of having successfully completed manufacturer's training. The Contractor shall require the installer/contractor to demonstrate at least one individual from the installer/contractor's company or firm participated in a NYSERDA-sponsored Hydronic Heating for Biomass Boilers course and submit a certificate of completion or letter to verify the course has been completed.

In order to demonstrate purchase and installation of the wood pellet boiler heating system has been completed for the Project Site, the Contractor shall complete and submit the following documentation:

- Heating system Purchase Order with details of all components purchased based on the approved heating system design with a detailed breakdown of the costs of all major components of the heating system broken out individually (not aggregated); and
- Detailed invoice that includes the labor and installation cost of all components installed for the heating system, and any transportation and other site work costs incurred related to preparation for equipment installation including, but not limited to, excavation and backfill, grading, drainage and storm water retention (during construction).

The Contractor shall coordinate with the ROC and NYSERDA Project Manager to schedule a date for an inspection upon the completion of installation of all the wood-pellet heating system components for the Project Site. The Contractor shall conduct the site inspection, identifying each of the major components, and provide the following documentation:

- Documentation including identification of any deficiencies (including noted corrections to those deficiencies) or deviations from the Heating System Design (including justification for how any deviations from the approved Heating System Design still meet the original design intent);
- Photographs of installed materials.

The Contractor shall also include this documentation in the Final Report (Deliverable 1.3). NYSERDA reserves the right to withhold payment under this Task pending correction of any deficiencies noted.

A sign communicating potential CO hazards associated with bulk pellet storage shall be posted for all storage locations. The Contractor shall print and deliver to the Project Site owner a safety hang tag that shall be provided by NYSERDA and NYS Department of Health.

E. **Monitoring Plan:** The Contractor shall design a Data Acquisition System (DAS) and Monitoring Plan to measure and record data related to the heating system performance for the Project Site including the new pellet-fired components and existing heating system components. This DAS and Monitoring Plan shall be used to support system operation evaluation and metering of delivered heat to the Project Site Owner by pellets and oil or propane. The DAS and Monitoring Plan shall consist of a combination of the built-in microprocessor boiler controls and shall also require installation of additional sensors and or loggers to collect the system performance data and interface with the Project Site's boiler management system as appropriate to collect and archive the data. For systems >340,000 BTU/h, the DAS and Monitoring Plan shall collect key performance data at 15-minute intervals with greater than 90% data capture through the use of sensors and loggers. For systems ≤340,000 BTU/h, the Contractor shall use the on-board central processing unit (CPU) to provide bin-hour analysis by load in 5% full load increments in the same manner as Figure 5 in NYSERDA Research Report No. 11-17 (http://www.nyserda.ny.gov/Publications/Research-and-Development-Technical-Reports/Biomass-Reports.aspx), number of on/off cycles, and hours of heating season from 0-5% when the boiler is in slumber mode.

For systems >340,000 BTU/h, this DAS and Monitoring Plan shall include measurement of baseline thermal efficiency of the heating system operations at 100% load, 75% load, 50% load, and 30% boiler thermal load. This data collection requirement does not apply to systems ≤340,000 BTU/h. Alternatively the Contractor shall supply certification or independent evaluation data relating to the thermal efficiency to the NYSERDA Project Manager for review and approval. The DAS and Monitoring Plan shall also verify thermal storage temperatures at the top and bottom of the tank and the programming of the energy management system for optimizing these components under load conditions such as the design day heat load profile and a shoulder day heat load profile. The data shall quantify the Project Site's load profiles, pellet and oil- or propane-fuel consumption, useful thermal outputs, response time to call for heat, compatibility with any existing energy management system and heating system parasitic loads, equipment run times, and to verify system economics. For systems >340,000 BTU/h, the Contractor shall also determine the extent to which the existing oil or propane boiler is cycling and the number of hours in standby mode.

The Contractor shall provide NYSERDA information on fuel use (tons), fuel costs for pellets, and all data obtained by the DAS and Monitoring Plan via email on a monthly basis for a period of twelve (12) months following heating system installation and in the final report including key figures such as a bin-15 minute analysis for the year and other figures of performance merit for the demand day and shoulder day example, number of on/off cycles during the year, number of hours in standby mode, occurrence of unscheduled shutdown, and total number of BTUs delivered to the building relative to the total heat demand for the year for both the pellet and oil- or propane-fuel boilers and the delivered efficiency of these boilers.

In addition to the reporting requirements outlined above, the Contractor shall be required to report fuel use (tons) and fuel costs for pellets for a period of 8 years following acceptance of Final Payment to ensure premium efficiency wood pellets are used at the Project Site for this period of time, but no payment shall be held for receipt of this Deliverable. The Contractor shall provide this data in a

format specified by NYSERDA. Reporting of the fuel use and costs for pellets shall commence the first calendar year after the acceptance of Final Payment for this project. Reports shall be submitted by January 31st for the previous calendar years activities. If the Contractor fails to ensure this requirement is met or if the Project Site owner sell the pellet boiler heating systems or components within this eight (8) year period, the funds disbursed for the Project Site under Task 16A through 16F in this Agreement, shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

F. **Commissioning:** The Contractor shall perform complete system commissioning during the different project stages of the new high-efficiency wood pellet heating system installation. Commissioning shall be undertaken throughout the project development and implementation stages from the initial design stage, detailed design, construction stage and during operation to ensure that the new pellet heating system is designed, installed and operated as intended per the Heating System Design (Task 16C) intent and in a manner that ensures that the projected savings and system benefits are all realized. The Contractor may use a third-party commissioning provider of their choice, or NYSERDA can help identify a consultant for these services.

The Contractor shall complete the Commissioning Form (Exhibit G) for the Project Site. The Commissioning Form shall outline systems commissioned, any deficiencies noted, and corrective actions taken.

NYSERDA reserves the right to reject the completed commissioning form and withhold payment under this Task pending correction of any deficiencies noted.

Deliverables:
The Contractor shall complete the work described in Tasks 16A, 16B, 16C, 16D, 16E, and 16F for the Town of Stockholm Garage and submit the following Deliverables:

16A **Site Owner Agreement**: Copy of the executed site owner agreement as described in Task 16A above;

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE TOWN OF STOCKHOLM PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION.

16B **Draft and Final Building Heat Load Determination**: Draft and Final building heat load calculation as outlined in Task 16B above;
16C **Heating Systems Design**: Commercial Heating System Design Report as outlined in Task 16C above;

*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS FOR THE TOWN OF STOCKHOLM PILOT PROJECT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION.

16D **Installation and Inspection**: Provide all documentation as outlined in Task 16D above;
16F **Monitoring Plan**: DAS Monitoring Plan as described in Task 16E above including schematic showing the flow meters and temperature sensors; Copies of monthly energy performance data reports extracted from DAS and Monitoring Plan as outlined in Task 16E above. Payment for this Deliverable shall be made upon receipt of the 12th monthly report, which shall contain the required information specified herein; Annual report of fuel use (tons) and fuel costs for pellets

(broken out by month) for a period of 8 years following acceptance of Final Payment shall be submitted by the Contractor, but no payment shall be held for receipt of this Deliverable; and

16F **Commissioning Form**: Copy of the Commissioning Form (Exhibit G) as outlined in Task 16F above.

Milestone Payment Schedule

The Project Milestone Payment Schedule is shown below. The Milestone Payment Schedule below represents the budgets as estimated at the start of the Project Period as defined in Item 4 on page 1 of this Agreement. The Contractor, as part of a quarterly reporting package, may request a change to the NYSERDA share of the budget per Task. If a budget Task reallocation request is made, the Contractor must ensure that the NYSERDA share as a percent of total project cost remains the same or decreases. The NYSERDA Project Manager is authorized to transfer up to 10% of the total NYSERDA share between Tasks without requiring a contract modification. The NYSERDA Project Manager must provide a written approval or rejection of the request. Changes to the total NYSERDA share of cumulative budget changes that exceed 10% of the total NYSERDA share, and any changes of the total NYSERDA share of the budget, shall require a contract modification.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverables are approved by the NYSERDA Project Manager as outlined in the Deliverable Review Process above. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding, when combined with the Contractor's cost-share, shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any costs that are greater than the NYSERDA contribution not-to-exceed amount for each milestone.

The Contractor shall outline all cost-share amounts in invoices submitted to NYSERDA and shall provide the following documentation to support the NYSERDA contribution and cost share amount for each invoice:

- Capital Costs: Invoice supporting total capital costs (including permitting and other fees) incurred.
- Labor costs (in-kind or subcontracted): Breakout of the staff that worked on the milestone and the number of hours, multiplied times the hourly rate to get the total amount.
- Document Cash Contributions from non-NYS Source: with a signed letter of commitment from the contributing entity (*i.e. F*ederal grant award). On the milestone payment requests, the Contractor shall note the amount of money provided by the private source that is being contributed to that Task.

Milestone Payment Schedule – Revised November 27, 2018

Milestone #	Deliverable Description	Due Date	NYSERDA Contribution Not to Exceed	Contractor Cost Share	Total Cost
1	**Contract Management**				
1.1	PEP including the Draft PBMR	Q1 2015	$45,000.00	$730.35	$45,730.35

1.2A	Contract Management and Quarterly Progress Report #1	Q1 2015	$13,345.00	$730.35	$14,075.35
1.2B	Contract Management and Quarterly Progress Report #2	Q2 2015	$13,345.00	$730.35	$14,075.35
1.2C	Contract Management and Quarterly Progress Report #3	Q3 2015	$13,345.00	$730.35	$14,075.35
1.2D	Contract Management and Quarterly Progress Report #4	Q4 2015	$13,345.00	$730.35	$14,075.35
1.2E	Contract Management and Quarterly Progress Report #5	Q1 2016	$8,896.00	$730.35	$9,626.35
1.2F	Contract Management and Quarterly Progress Report #6	Q2 2016	$8,896.00	$730.35	$9,626.35
1.2G	Contract Management and Quarterly Progress Report #7	Q3 2016	$8,896.00	$730.35	$9,626.35
1.2H	Contract Management and Quarterly Progress Report #8	Q4 2016	$8,896.00	$730.35	$9,626.35
1.2I	Contract Management and Quarterly Progress Report #9	Q1 2017	$1,482.00	$730.35	$2,212.35
1.2J	Contract Management and Quarterly Progress Report #10	Q2 2017	$1,000.00	$730.35	$1,730.35
1.2K	Contract Management and Quarterly Progress Report #11	Q3 2017	$1,000.00	$730.35	$1,730.35
1.2L	Contract Management and Quarterly Progress Report #12	Q4 2017	$1,000.00	$730.35	$1,730.35
1.2 M	Contract Management and Quarterly Progress Report #13	Q4 2018	$8,000.00	$0.00	$8,000.00
1.2 N	Contract Management and Quarterly Progress Report #14	Q1 2019	$8,000.00	$0.00	$8,000.00
1.2 O	Contract Management and Quarterly Progress Report #15	Q2 2019	$8,000.00	$0.00	$8,000.00
1.2 P	Contract Management and Quarterly Progress Report #16	Q3 2019	$8,000.00	$0.00	$8,000.00
1.2 Q	Contract Management and Quarterly Progress Report #17	Q4 2019	$8,000.00	$0.00	$8,000.00
1.3A	Draft Final Report	Q1 2019	$9,000	$730.35	$9,730.35
1.3B	Final Report including Final PBMR	Q4 2019	$9,000	$0.00	$9,000
1.4A	Template for Case Studies	Q1 2017	$10,000.00	$730.35	$10,730.35
1.4B	Final Marketing Plan	Q2 2017	$5,000.00	$730.35	$5,730.35
1.4C1	Final Case Study Project 1	Q4 2018	$4,000	$730.40	$4,730.40
1.4C2	Final Case Study Project 2	Q4 2018	$3,000	$0.00	$3,000
1.4C3	Final Case Study Project 4	Q2 2018	$3,000	$0.00	$3,000
1.4C4	Final Case Study Project 5	Q1 2019	$2,500	$0.00	$2,500

1.4C5	Final Case Study Project 6	Q3 2019	$2,500	$0.00	$2,500
1.4C6	Final Case Study Project 7	Q3 2019	$2,500	$0.00	$2,500
1.4C7	Final Case Study Project 8	Q1 2019	$2,500	$0.00	$2,500
	Total Task 1		**$231,446.00**	**$12,416.00**	**$243,862.00**
	Project 1: Anaerobic Biodigestion System (Tasks 2-3)				
2	**Site Owner Agreement**				
2	Site Owner Agreement * GO/NO GO DECISION	Q4 2014	$0.00	$0.00	$0.00
	Total Task 2		**$0.00**	**$0.00**	**$0.00**
3	**Anaerobic Digester System**				
3.1	Anaerobic Digester System Engineering Design Report* GO/NO GO DECISION	Q2 2015	$20,000.00	$4,935.00	$24,935.00
	Total Task 3		**$20,000**	**0.00**	**$20,000**
4	**Project 2: Solar Thermal System - Rivermede Farm (Task 4)**				
4.1	ST System Design and Site Owner Agreement * GO/NO GO DECISION	Q1 2015	$0.00	$0.00	$0.00
4.2	ST System Purchase	Q2 2015	$68,700.00	$17,000.00	$85,700.00
4.3	ST System Delivery and Site Preparation	Q2 2015	$6,389.00	$7,000.00	$13,389.00
4.4	ST System Construction Submittals and Installation Documentation	Q2 2015	$26,167.00	$6,000.00	$32,167.00
4.5	ST System Commissioning, Testing, and Start-Up	Q4 2019	$1,000.00	$8,000.00	$9,000.00
	Total Task 4		**$102,256.00**	**$38,000.00**	**$140,256.00**

8	**Project 4: Main Street Revitalization- Village of Lyon Falls (Task 8)**				
8.1	Site Owner Agreement* GO/NO GO DECISION	Q4 2014	$0.00	$0.00	$0.00
8.2	Sidewalk and Trail Design Report* GO/NO GO DECISION	Q1 2015	$0.00	$11,300.00	$11,300.00
8.3	Sidewalk and Trail Construction Submittals and Installation Documentation	Q1 2015	$82,306.00	$16,356.00	$98,662.00
	Total Task 8		**$82,306.00**	**$27,656.00**	**$109,962.00**
	Project 5: Main Street Revitalization- Village of Saranac Lake (Tasks 9-13)				
9	**Site Owner Agreement* GO/NO GO DECISION**	Q4 2014	$0.00	$0.00	$0.00
	Total Task 9		**$0.00**	**$0.00**	**$0.00**
10	**Electric Vehicle Charging Stations**				
10.1	EVSE Station Design Report	Q4 2018	$2,550.00	$850.00	$3,400.00

10.2	EVSE Detailed Construction Budget & Minimum Standards and Approvals* GO/NO GO DECISION	Q1 2019	$1,650.00	$550.00	$2,200.00
10.3	EVSE Purchase and Installation Documentation	Q2 2019	$12,875.00	$2,625.00	$15,500.00
10.4	EVSE Data Collection and Reporting	Q4 2019	$0.00	$0.00	$0.00
	Total Task 10		**$17,075.00**	**$4,025.00**	**$21,100.00**
11	**Low Flow Faucets and Dual-Flush Fixtures Installation**				
11	Low Flow Faucets	Q3 2015	$4,874.00	$0.00	$0.00
	Total Task 11		**$4,874.00**	**$0.00**	**$0.00**
12	**Building Façade Design and Restoration**				
12.1	Façade Restoration Design Documentation* GO/NO GO DECISION	Q3 2015	$0.00	$0.00	$0.00
12.2	Façade Restoration Construction Submittals and Installation Documentation	Q3 2015	$43,033.00	$362,254.00	$405,287.00
	Total Task 12		**$43,033.00**	**$362,254.00**	**$405,287.00**
13	**Building Envelope Improvements**				
13	Building Envelope Improvements Construction Submittals and Installation Documentation	Q3 2015	$30,018.00	$252,695.00	$282,713.00
	Total Task 13		**$30,018.00**	**$252,695.00**	**$282,713.00**
	Project 6: Hydroelectric Power Plant Upgrade- Village of Saranac Lake (Task 14)				
14	Site Owner Agreement * GO/NO GO DECISION	Q4 2014	$0.00	$0.00	$0.00
14.1	Hydroelectric Power Upgrade Design Report* GO/NO GO DECISION	Q2 2018	$5,000.00	$2,500.00	$7,500.00
14.2	Hydroelectric Power Upgrade Construction Submittals and Installation Documentation	Q2 2019	$30,000.00	$2,454.00	$32,454.00
	Total Task 14		**$35,000.00**	**$4,954.00**	**$39,954.00**
15	**Project 7: Continuous Flow Drum Composter System (Task 15)**				
15	Site Owner Agreement* GO/NO GO DECISION	Q1 2015	$0.00	$0.00	$0.00
15.1a	Composter System Design Report* GO/NO GO DECISION	Q2 2015	$2,000.00	$5,000.00	$7,000.00

Business of the Village Board
Village of Saranac Lake

SUBJECT: Letter of Support Date: 2-25-2019

DEPT OF ORIGIN: Mayor Rabideau Bill # 29 -2019

DATE SUBMITTED: _ EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____
Village Attorney Village Administration

EXPENDITURE REQUIRED	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:

Authorize attached letter of support to Citizens Advocates.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

Village of Saranac Lake 39 Main Street, 2nd Floor Suite 9 • Saranac Lake, NY 12983-2294 • Phone: (518) 891-4150 • www.saranaclakeny.gov

February 25, 2019

Joseph Riccio, Director
Communications & Government Affairs
Citizen Advocates, Inc.
125 Finney Blvd., PO Box 608, Malone NY 12953

Dear Mr. Riccio,

Citizen Advocates shares the Village of Saranac Lake's vision for a thriving, engaged community where residents can readily access a wide range of services and amenities within their neighborhoods. Respondents to a recent Community Needs Assessment conducted in Saranac Lake indicated that the most pressing community need for both adults and youth is the need for a facility where a variety of activities can take place. The site at 33 Petrova Avenue presents a unique opportunity for Citizen Advocates to partner with key community stakeholders like the Village of Saranac Lake to transform the existing site into a vibrant community center.

Sincerely,

Clyde Rabideau, Mayor
Village of Saranac Lake

Business of the Village Board
Village of Saranac Lake

SUBJECT: Authorize Travel and Training Date 2-25-2019

DEPT OF ORIGIN: Village Manager Bill # 30- 2019

DATE SUBMITTED: _ EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____
Village Attorney Village Administration

EXPENDITURE REQUIRED$100	AMOUNT BUDGETED	APPROPRIATION $100

Travel and training for Code Enforcement Officer Paul Blaine

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE LITTLE _____

TRUSTEE VAN COTT _____

TRUSTEE MURPHY _____

RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR VILLAGE TREASURER

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 RESOLVED, Paul Blaine, Development Code Administrator will attend the FEMA Emergency Management Institute course from March 11-14, 2019 and,

BE IT FURTHER RESOLVED, travel fees of $100.00 which includes tolls and meals will be taken from 1.8010.0406 travel and training budget line item.