

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES  
REGULAR MEETING AGENDA 5:30PM  
Monday May 13, 2019  
Roberts Rules of Order will be in Effect for this Meeting**

**A. CALL TO ORDER PLEDGE OF ALLEGIANCE**

**B. ROLL CALL**

**C. AUDITING**

- a. Pay Vouchers
- b. Approve Minutes 4-25-19, 5-2-19

**D. PUBLIC COMMENT PERIOD**

**E. CORRESPONDENCE-** Tree Assessment Randall Swanson, Town of North Elba Annexation Letter, Saranac Lake Resort Letter, April and May Police Report, Letter New York State Racing and Wagering, Community Development Grant Report

**F. ITEMS FOR BOARD ACTION**

<b>BILL</b>	<b>49</b>	<b>2019</b>	<b>Hire Troy and Banks to conduct GIS Audit of Village Streetlights</b>
<b>BILL</b>	<b>50</b>	<b>2019</b>	<b>Amend Arts &amp; Culture Advisory Board By-laws</b>
<b>BILL</b>	<b>51</b>	<b>2019</b>	<b>Appoint Individuals to Arts and Culture Advisory Board Emillie Allen, Jessica Collier, Kathy Ford, Shaun Kittle, Sadie Posdzich, Kirk Sullivan, Nathalie Thill, Dylan Van Cott and Susan Whiteman</b>
<b>BILL</b>	<b>52</b>	<b>2019</b>	<b>Appoint Rich Shapiro as ex-officio of the Parks &amp; Trails Advisory Board</b>
<b>BILL</b>	<b>53</b>	<b>2019</b>	<b>Declare Equipment Surplus Allow for Sale</b>
<b>BILL</b>	<b>54</b>	<b>2019</b>	<b>Poop Posse Education Effort</b>
<b>BILL</b>	<b>55</b>	<b>2019</b>	<b>Authorize RFP for Hydro-Control Updates –Remote Net Metering</b>
<b>BILL</b>	<b>56</b>	<b>2019</b>	<b>Authorize Travel and Training for Community Development Director</b>
<b>BILL</b>	<b>57</b>	<b>2019</b>	<b>Authorize Agreement with Essex County to Oversee and Administer the Greener Communities Multi County Implementation Plan and Grant</b>
<b>BILL</b>	<b>58</b>	<b>2019</b>	<b>Adopt Banner Program</b>
<b>BILL</b>	<b>59</b>	<b>2019</b>	<b>Call for a Public Hearing for Municipal Service Agreement</b>

**G. OLD BUSINESS**

**H. NEW BUSINESS – Floodplain Questionnaire**

**I. ITEMS FOR DISCUSSION**

**J. MOTION TO ADJOURN**

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

- 1. Anyone may speak to the Village Board of Trustees during the public comment period of a public hearing or the public comment period of the meeting.**
- 2. As a courtesy we ask each speaker to give their name and address.**
- 3. Each speaker must be recognized by the chairperson before speaking.**
- 4. Individual public comment is limited to 5 minutes and may be shortened by the meeting chairperson.**
- 5. When a meeting is attended by a group of people who share the same or opposing views on a public comment topic, the chair may require that the group(s) designate not more than two spokespersons and limit the total time public comment to 5 minutes for each point of view or side of an issue.**
- 6. Individual time may not be assigned/given to another.**
- 7. A public hearing is meant to encourage resident comment and the expression of opinion, not a direct debate, nor should a commenter be intimidated by a village board rebuttal, therefore public hearings are limited to public comment and should a village response be asked by individuals the response shall be generally given after the public hearing during the village board regular meeting, or subsequently, by telephone or letter, unless factual in nature where the facts are fully known by staff, in which case a village official may respond.**
- 8. All remarks shall be addressed to the board as a body and not to any individual member thereof.**
- 9. Interested parties or their representatives may address the board at any time by written or electronic communications.**
- 10. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.**

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
April 22, 2019

**ROLL CALL FOR REGULAR MEETING:** Present: Mayor Clyde Rabideau  
Trustees: Paul Van Cott, Richard Shapiro, Patrick Murphy and Melinda Little.  
Also present: Village Manager, John Sweeney, Village Treasurer, Elizabeth Benson and Village Clerk, Kareen Tyler.

Everyone stood for the pledge of allegiance.

**PUBLIC HEARING:**

Mayor Rabideau called the public hearing to order regarding the Sewer Rates. Mayor Rabideau asked for comments on the sewer rates. No one spoke. Mayor Rabideau closed the public hearing. Mayor Rabideau called the public hearing for the 2019-2020 Village Budget to order. Mayor Rabideau asked for comments on the 2019-2020 Village Budget. No one spoke. Mayor Rabideau closed the public hearing.

**AUDITING:**

Chair Rabideau called for a motion to approve payment for the 2019 budget \$ 52,880.71 voucher number 11041178 to 11041231 complete detail of these vouchers is attached and made part of these minutes.

Motion: Little Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Chair Mayor Rabideau called for a motion to approve minute of 4-8-2019, 4-11-19 and 4-15-19.

Motion: Shapiro Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**PUBLIC COMMENT PERIOD:**

Ruth Sofield, spoke regarding the move of the village office to 3 Main Street.

Greg Swart, AES Northeast Engineering spoke of the sewer projects, completed and ongoing. attached and part of these minutes is the handout discussed and given to the board

**ITEMS FOR BOARD ACTION:**

**Bill 42-2019 Travel and Training NYCOM – Mayor Rabideau**

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

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Van Cott

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**Bill 43-2019 Smart Growth Grant Application – William Wallace Beach**

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott abstain

**Bill 44-2019 Adopt Sewer Rates**

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

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Little

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**Bill 45-2019 Adopt Village Budget**

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 46-2019 Relevy Unpaid Water and Sewer to Village Taxes**

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

**Bill 47-2019 Hire Bond Counsel**

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

Chair Mayor Rabideau called for a motion.

Motion: Van Cott Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**Bill 47-2019 Set Aside Rules and Allow Bill to be Placed on the Table**

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

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Van Cott

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**Bill 48-2019 Authorize AES Engineering to Submit Grant Application to**

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

**MOTION TO ADJOURN**

Chair Mayor Rabideau called for a motion to adjourn

Motion: Van Cott Second: Little

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Respectfully submitted,  
Karen Tyler, Village Clerk

SPECIAL MEETING OF THE BOARD OF TRUSTEES  
May 2, 2019

**ROLL CALL FOR SPECIAL MEETING:** Present: Deputy Mayor Richard Shapiro  
Trustees: Melinda Little , Paul Van Cott and Patrick Murphy.  
Mayor Rabideau recused himself prior to the meeting.  
Also present: Village Manager, John Sweeney, Village Attorney Janelle LaVigne and  
Village Clerk Kareen Tyler

**EXECUTIVE SESSION:**

Chair Deputy Mayor Shapiro called for a motion to enter into executive session for –  
proposed, pending, or current litigation.

Motion: Little Second: Murphy

Roll Call: Little yes Murphy yes Van Cott yes

Chair Deputy Mayor Shapiro called for a motion to return to regular session.

Motion: Murphy Second: Little

Roll Call: Little yes Murphy yes Van yes

**MOTION TO ADJOURN**

Chair Deputy Mayor Shapiro called for a motion to adjourn

Motion: Shapiro Second: Little

Roll Call: Little yes Murphy yes Shapiro yes

Respectfully submitted ,  
Kareen Tyler, Village Clerk

7A POF

## Tree Assessment Report

Prepared for Lindy Ellis

Prepared by Randall Swanson, Certified Arborist

Location: William Morris Park

Date: 4/20/19

A request was made to assess the health and condition of cedar trees along Depot Street in William Morris Park in Saranac Lake, New York.

There are 11 white cedar trees at the north end of William Morris Park along Depot Street. The trees all had a multi-stem form with the stems ranging from 6" to 18" in diameter. The trees averaged about 25 ft. in height.

A condition rating method was used for which the trees were rated as either Good, Fair, Poor, or Dead.

Out of the 11 trees at this location, 1 was rated as Fair, 9 were rated as Poor, and 1 was rated as Dead.

Most of trees had a significant portion of their crown that was dead or declining.

A few stems had evidence of decay.

The extent of the decline does not suggest that remedial action (fertilizing, air spading the soil, or other efforts) would reverse the decline symptoms observed.

Removal of the trees could be justified based on their current condition and state of decline.

This report was prepared as a courtesy. No fee was charged for the visual assessment of the cedar trees at William Morris Park.

Randall Swanson

ROBERT T. POLITI  
SUPERVISOR  
LAURIE C. DUDLEY  
TOWN CLERK / TAX COLLECTOR  
523-2162  
COUNCIL  
BOB MILLER  
JAY I. RAND  
DEREK DOTY  
JACK FAVRO  
LARRY C. STRAIGHT  
SUPT. OF HIGHWAYS  
523-9081  
CATHERINE BRIGGS, CPA  
BUDGET OFFICER  
TEL: 523-9517  
FAX: 523-2599

## TOWN OF NORTH ELBA

2693 MAIN STREET  
LAKE PLACID, NEW YORK 12946  
phone: (518) 523-9516 fax: (518) 523-9569  
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EUGENE MARTIN  
PARK DIST. MGR.  
523-2591  
JAMES E. MORGANSON  
DIRECTOR OF CODES  
523-9518  
TODD ANTHONY  
ASSESSOR  
TEL: 523-1975  
FAX: 523-9821  
TOWN JUSTICES  
JAMES ROGERS III  
DEAN M. DIETRICH  
523-2141  
RONALD J. BRIGGS  
ATTORNEY FOR THE TOWN

March 15, 2019

Janelle Lavigne, Esq.  
Village of Saranac Lake  
39 Main Street, 2<sup>nd</sup> Floor, Suite 9  
Saranac Lake, New York 12983

Re: Annexation of McKenzie Pond Road and Willow Way Properties (Village Landfill)

Dear Janelle:

Please be advised that the Town of North Elba reviewed the above-referenced matter concerning the Village's landfill at its March 12, 2019 Board meeting and passed a resolution approving the annexation of the parcels to the Village of Saranac Lake.

Sincerely,

Town of North Elba

By:   
Ronald J. Briggs  
Town Attorney

RJB:mbm



# Saranac Lake Police Department

1 Main Street  
Saranac Lake, NY 12983-1795



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

## SARANAC LAKE POLICE DEPARTMENT – ACTIVITY REPORT

04/10/19

### March 2019

Total Calls for service:	*173
Total Arrests:	10
Mental Hygiene Law Arrests: (Included in total)	1
Accident Investigations:	8

### **Equipment:**

- Ordered new patrol rifle
- Update AED's
- Ordered trauma kits
- Received high caliber ballistic vests

### **Administrative:**

- Updating computer systems

**Special Events:** Participated in St. Patrick's Day Parade

\*Calls for service do not include walk-ins at the station, traffic stops, parking tickets, other interaction with the public which does not necessitate documentation.



# Saranac Lake Police Department

1 Main Street  
Saranac Lake, NY 12983-1795



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

## SARANAC LAKE POLICE DEPARTMENT – ACTIVITY REPORT

05/10/19

### April 2019

Total Calls for service:	*218
Total Arrests:	12
Mental Hygiene Law Arrests: (Included in total)	2
Accident Investigations:	6

### **Equipment:**

New gunshot trauma kits for cars  
Ordered 3 new office chairs to replace broken ones

### **Special Events:**

DARE graduation – 60 plus fifth graders – Petrova Elementary School  
Recognized Autism Awareness month  
ANZAC day

\*Calls for service do not include walk-ins at the station, traffic stops, parking tickets, other interaction with the public which does not necessitate documentation.

Carmen Barrera  
Director, Horsemen's Relations



May 3, 2019

Mayor Clyde Rabideau

Village Hall

39 Main Street, Suite 9

Saranac Lake, NY 12983

Dear Mayor Rabideau,

The Saranac will be run at Saratoga Race Course on Sat., Aug. 31. We would be honored if you or a representative could attend on that day to present the trophy to the winning connections of the race. At this time we are not sure of the exact post time for the race.

Please let us know if you will be available on this date and what special arrangements you might need. We hope you are able to join us for an exciting day of racing at Saratoga.

Sincerely,

Carmen Barrera

Director of Horsemen's Relations

(718) 659-2205

cbarrera@nyrainc.com

Alysse Jacobs

Assistant Horsemen's Relations

(718) 659-2206

ajacobs@nyrainc.com



**Village of Saranac Lake**  
Community Development Department  
39 Main Street  
Saranac Lake, NY 12983  
Phone (518) 891-4150  
Fax (518) 891-1324  
[www.saranaclakeny.gov](http://www.saranaclakeny.gov)

## Community Development Report – Grants

- The Community Development is currently administering over \$4 million for grant funded projects (see Table 2).
- The Village of Saranac Lake has proposed six public projects totaling just over \$7 million for DRI funding (see Table 3). Award announcements are anticipated to be made in summer 2019.
- The REDC Consolidated Funding Application (CFA) is now open with a submission deadline of July 26<sup>th</sup>. Due to the number of projects that are in progress and the pending DRI award announcements, there are limited funding opportunities for the Village in this round of REDC funding. See Table 1. It is recommended that the Village not submit CFAs this round and instead wait to see which projects are funded through the DRI. Those projects that do not receive DRI awards will be prioritized for future rounds of REDC funding. The only potential CFA that is being considered by the Community Development at this time is for the Climate Smart Communities Grant Program. [NOTE: Jamie will be on vacation July 4-18.]
- CFA submissions for water/sewer infrastructure projects will be prepared for the Village by engineering consultants.
- An application for the 2019 Adirondack Park Community Smart Growth Grant Program is in progress (see Table 1).

### Table 1. Grant Opportunities

Grant Name	Deadline	Status/Notes
New York Main Street Grant (CFA)	07/26/2019	Not applying. Not likely to be funded because funding is currently allocated to SL projects and pending DRI awards.
LWRP (CFA)	07/26/2019	Not applying. The Regional Waterfront Program (including Village of Saranac Lake) has large amount of unspent funds in both active and pending contracts which makes our region less competitive in this round.
Climate Smart Communities (CFA)	07/26/2019	Potential application pending recommendation from Climate Smart Communities Task Force and ability to identify matching funds (50%).
2019 Adirondack Park Community Smart Growth Grant Program (DEC)	06/07/2019	Application in progress. Site plan, architectural design and construction documents for William Morris Park/Lake Colby Beach

**Table 2. Current Grant Funded Projects**

Grant Name	Funding Source	Grant Amount	Required Match	Timeframe	Status	Description
<b>Recycled Recreation Field (Landfill)</b>	NYS OPRHP	\$220,000	\$55,000 DPW labor	12/2019	In progress by DPW	Create athletic fields at the old landfill
<b>LWRP (2014)</b>	NYS DOS	\$45,000	\$45,000 skatepark landscape, wayfinding	3/31/2020	In progress	Downtown streetscape enhancements
<b>LWRP (2015)</b>	NYS DOS	\$150,000	\$150,000 SkatePark build	3/31/2020	In progress	Design for Riverwalk extension and Dorsey St. parking lot
<b>LWRP (2016)</b>	NYS DOS	\$150,000	\$150,000 (TBD)		Waiting for contract	Construction of Riverwalk extension
<b>LWRP (2018)</b>	NYS DOS	\$100,000	\$38,000 Park projects		Waiting for contract	Update Local Waterfront Plan; add Park Vision Plan projects to the Plan so they are eligible for grant funding
<b>Adirondack Smart Growth Implementation</b>	NYS DEC	\$75,000	DPW labor	7/21/2020	In progress	Construct a 900' multi-use trail between the proposed Rail Trail and Lake Flower Avenue
<b>Clean Energy Community</b>	NYSERDA	\$50,000	\$0	10/31/2021	In progress	Installation of LED streetlights
<b>Water Quality Improvement Program</b>	NYS DEC	\$2,500,000	\$0	5/1/2023	Contract executed	UV Disinfection at WWTP
<b>Engineering Planning Grant</b>	EFC	\$100,000	\$20,000		In progress	I & I study of sewer system
<b>New York Main Street Grant (2018)</b>	HCR	NA	NA	2020	In progress	Grant awarded Franklin County IDA; VSL provides technical assistance to eligible Saranac Lake property owners
<b>CDBG Economic Development Program</b>	OCR	\$750,000	NA	03/08/2021	In progress	Furniture, fixtures and equipment for the Saranac Lake Resort; job creation.
<b>TOTAL</b>		<b>\$4,140,000</b>				

**Table 3. Pending Grant Awards – DRI**

<b>Project</b>	<b>Funding Request</b>	<b>Match</b>	<b>Description</b>
<b>Depot Street Extension</b>	\$1,356,000	\$122,000	Extension of Depot Street to activate the historic Depot area and create a new connection to downtown destinations
<b>Gateway Parks &amp; Streetscapes</b>	\$1,077,769	\$0	Improvements at Berkeley Green, Ward Plumadore Park, and William Morris Park
<b>Active Transportation and Mobility</b>	\$2,142,702	\$150,000	Church Street streetscape improvements, Dorsey St. parking lot redesign, Riverwalk completion; and Main & Broadway urban forestry project
<b>Woodruff St. Urban Design and Streetscape Project</b>	\$1,993,664	\$575,000	Transformation of the Woodruff Street corridor to enhance the streetscape, bike and pedestrian safety and improve key connections
<b>Downtown Art Installation</b>	\$200,000	\$0	Implementation of art installations in priority areas of downtown
<b>Implement Branding &amp; Marketing Program</b>	\$250,000	(ROOST)	Implementation of branding and marketing program to promote Saranac Lake as a “decidedly different” destination within the Tri-Lakes region
<b>TOTAL</b>	<b>\$7,020,135</b>		

## LED STREET LIGHT OPTIONS FOR THE SARANAC LAKE VILLAGE BOARD TO CONSIDER

**Note:** All options will require a GIS Audit. If the Village of Saranac Lake joins the LED street lighting aggregation project we expect the total cost for the GIS Audit to be between \$5,500 and \$6,500.

**Benefits of the GIS Audit:** a) firm up the pricing for the different options; b) *understand the condition of Nat Grids assets*; c) provide the data for proper lighting in the community.

**Option #1 – Utility Owned System.** It is the Village’s responsibility to inform the Utility what they want for LED street lights. Nat Grid only offers 4 choices of wattages and all LED lights are 4,000 Kelvin’s. Nat Grid does not convert any ornamental lights to LED.

**Option #2 – Municipal Owned System/Aggregation.** Have Wendel Energy do a design (ANCA municipal streetlight aggregation). Wendel then would provide bid documents, oversee the bid process as well as installation and provide a maintenance contract as well (if desired). Wendel will also assist with putting together financing options: NYPA, BAN / and or Bond.

ANCA is exploring the possibility of having a retired electric superintendent oversee the installation process to help reduce cost. (No one has a contact with anyone to date)

**Option #3 – Municipal Owned System/No Aggregation.** Complete the GIS audit. From the audit results go out for a RFQ to LED street lighting firms. Those firms would bid on a total project just like Wendel will provide in option #2.

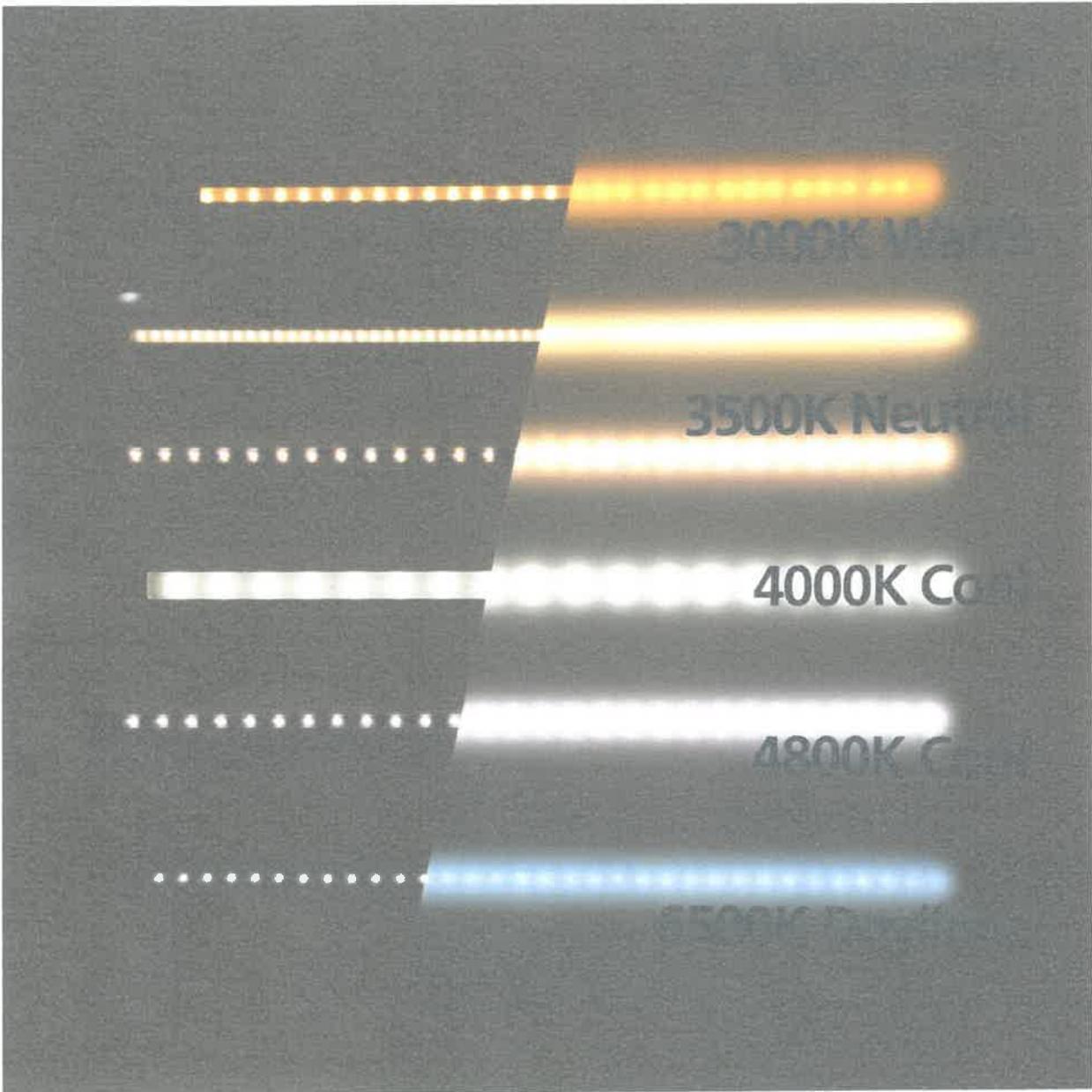
**Option #4 – Municipal Owned System/EPC.** The Village hires a lighting firm to build a lighting system based on an Energy Performance Contract (EPC). This project would guarantee an annual savings and the contracted firm would provide a Design, Bid and Build package. Please note: In speaking with Wendel and other firms, it takes projects over a \$1,000,000 to make this option financially viable. The soft cost associated with EPC’s typically run around 15% to 20%. The Village of Saranac Lake’s soft cost for an EPC project are estimated to cost around 40% due to the small number of street lights.

### Cost savings per option

**Option #1 –** Estimated saving would be around \$9,000 annually

**Option #2 & #3 –** Estimated saving should be significantly greater than option #1 since most of the savings would be seen in maintenance costs, but we have received a wide range of estimates. Actual savings will depend on the final design of the system and the maintenance contract. For example:

Firm	Est Annual Savings	Notes
NYPA	\$86,839	Combined maintenance & energy savings; annual maintenance fees not included
Siemens	\$40,660	Combined maintenance & energy savings; annual maintenance fees not included
Tanko	\$43,440	Energy savings only



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

SUBJECT: LED Streetlights

Date: 05-13-19

DEPT OF ORIGIN: Village Manager

Bill # 49 -2019

DATE SUBMITTED: 05-09-19

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:  
\$6,500

AMOUNT  
BUDGETED:  
\$0

APPROPRIATION  
REQUIRED:  
\$6,500

A resolution to hire Troy and Banks, Inc. to conduct a GIS audit of village streetlights through ANCA's municipal streetlight audit and design aggregation initiative. The audit is needed to determine whether the village should proceed with a utility-owned or the municipal-owned owned option for LED streetlight conversion. The audit will be funded through the general fund contingency account.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE VAN COTT \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

**RESOLUTION AUTHORIZING THE OVERNIGHT TRAVEL  
FOR THE COMMUNITY DEVELOPMENT DIRECTOR**

WHEREAS, the Village of Saranac Lake desires to convert village streetlights to LED in order to reduce both energy use and energy costs; and

WHEREAS, there are two potential options for LED conversion, which include a utility-owned conversion where Village pays for the LED's to replace the HPS's or a municipal buyback from National Grid; and

WHEREAS, a GIS audit of current streetlights is needed to determine whether to proceed with a utility-owned conversion or the municipal-owned option and to inform how to proceed with design; and

WHEREAS, the Village has the opportunity to participate in a municipal aggregation program for a GIS audit of streetlights coordinated by Adirondack North Country Association (ANCA) for the purpose of lowering the cost to municipalities for such professional services; and

WHEREAS, ANCA issued a Request for Proposals for aggregated streetlight audit and design services and selected Troy and Banks, Inc. to perform these services for North County municipalities as outlined in the attached contract;

NOW, THEREFORE BE IT RESOLVED that the Village Board of Trustees authorizes the Village Manager to negotiate a scope of work and execute a contract with Troy and Banks, Inc. for a GIS audit of village streetlights.

BE IT FURTHER RESOLVED that the project will be funded through the general fund contingency account.

**Contract for Professional Services for:**

**Global Information Systems (GIS) Audit and Professional Lighting Design**

This Contract for services (this "Agreement") between \_\_\_\_\_ ("Municipality"), and Troy & Banks, Inc. ("T&B"), Wendel and its Affiliates, ("Company"), is made and entered into as of \_\_\_\_\_ (the "Effective Date"). Recipient and Company are hereinafter sometimes referred to each individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS,** The business purpose contemplated by the Parties is to conduct a Global Information Systems ("GIS") Audit and to conduct Professional Street Light ("Roadway") Design Services so the Adirondack North Country Municipality will have all the necessary design information required to conduct an LED retrofit of its roadway lighting system (collectively, the "Business Purpose");

**WHEREAS,** In order to pursue this Business Purpose, an Agreement of Professional Services for GIS Auditing and Lighting Design ("Project") will be entered into by the Municipality and Company. The Parties each recognize that these services are needed in order for the Municipality to have the necessary and required information for efficiently and intelligently retrofitting its municipal street light system to more efficient LED lights;

**WHEREAS,** The Company represents that it has that degree of specialized expertise required to perform the services under the laws and regulations applicable to the project and desires to perform such services on the terms and conditions set forth herein;

**AGREEMENT**

In consideration of the foregoing and other good and valuable consideration, this Agreement has two parts which includes Part A - GIS Audit of Street Light Infrastructure; and Part B - Professional Lighting Design. The receipt and adequacy of which are hereby acknowledged, Recipient and Company agree as follows:

**I. SCOPE OF WORK:**

**PART A - GIS AUDIT OF STREET LIGHT INFRASTRUCTURE:**

The GIS Scope of Work (SOW) is included as Exhibit A.  
The GIS Pricing Schedule is included as Exhibit B.

## **PART B – PROFESSIONAL LIGHTING DESIGN:**

The Professional Lighting Design Scope of Work (SOW) is included as Exhibit C.  
The Professional Lighting Design Pricing Schedule is included as Exhibit D.

### **II. TIME OF PERFORMANCE:**

Completion of Work. The Services shall commence on the date written at the top of this Agreement. The work shall be deemed completed when the final deliverable of the work product has been provided to the Municipality, unless additional services have been agreed to in accordance with Paragraph "B" "Additional-Services" under Section III. – Compensation. The Services shall be performed in strict compliance with the project schedule set up with the Municipality.

### **III. COMPENSATION:**

- A. Compensation. Company shall be paid in accordance with the fee schedule set forth on Exhibit B - GIS Audit of the Street Light Infrastructure and on Exhibit D - Professional Lighting Design attached hereto (the "Fee Schedule").
- B. Additional-Services. Company shall not receive compensation for any services provided outside the Services specifically identified on Exhibits A and C unless, prior to Company performing the additional services, Company receives from Municipality approval of such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.
- C. Records and Audits. Records of Company's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to Company or Municipality for inspection and/or audit at mutually convenient time periods for a period of three (3) years following final completion of the Services.

### **IV. TERM AND TERMINATION:**

- A. Term. This Agreement shall commence on the Effective Date and shall remain in force and effect until the Services for the Project has been fully performed and completed unless terminated earlier as provided herein. Any such termination shall not release either party from any of its continuing obligations under this Agreement.
- B. Termination for Convenience. Company has the right to terminate this Agreement without cause. In the event of such termination, Company agrees to deliver to Municipality the work product produced up until and including the date of Termination.
- C. Termination for Cause. The occurrence of any of the following events shall constitute a default by Company hereunder (an "Event of Default"). If, during the term of this Agreement, the Company:
  - i. defaults in the due observance and performance of any term, condition or covenant

contained in this Agreement,

- ii. (a) voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of Company for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) makes a general assignment for the benefit of creditors, (d) files a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by Company for the purpose of effecting any of the foregoing,
  - iii. allows any warrant, execution or other writ to be issued or levied upon any property or assets of Company which continues un-vacated and in effect for a period of thirty (30) days, or,
  - iv. fails to provide the Services hereunder properly within the Project Schedule, and such failure continues five (5) days after written notice thereof is given to Company.
- D. Municipality's Rights following Event of Default. Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, Municipality may:
- i. terminate this Agreement, suspend payment of all pending invoices otherwise due to Company hereunder, and finish this Agreement by such means as deemed reasonably appropriate by Municipality,
  - ii. terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for Services of Company except for the reasonable value for Services performed to the date of termination.

#### **IV. OWNERSHIP OF DOCUMENTS:**

- A. Confidentiality. During the Term of this Agreement and thereafter, both Parties (i.e. Company and Municipality) shall retain in confidence and shall not, without the prior written consent of either party, disclose or use for any purpose, except in the performance of the services under this Agreement, any materials or information disclosed or made available to Company by Municipality or developed by Company for Municipality, including all work product (collectively "Confidential Information"). Both Parties shall protect the Confidential Information against disclosure in the same manner and with the same degree of care with which both Parties protects its own Confidential Information but not less than a reasonable degree of care. This paragraph shall impose no obligation upon Company with respect to Confidential Information that (a) is publicly available in whole at the time received by Company; (b) becomes publicly available in whole other than by breach of Company's obligations hereunder; (c) is received by Company from a third party if such third party having no obligation to maintain the confidentiality of such Proprietary Information. At any time upon the request of either Party for any reason, either Party will promptly deliver to the other Party all Confidential Information (and all copies thereof furnished to the Party by or on behalf of the other Party. All Confidential Information disclosed by the either Party shall remain the property of the other Party . Both Parties acknowledge and agree that it does not, by implication, estoppel, or otherwise, acquire any right, title, or interest in, nor any license or other intellectual property right to any Confidential Information disclosed by the other Party.

- B. Ownership. Any work performed by Company hereunder shall be deemed a "work-made-for-hire." Municipality shall have all common law and statutory rights of ownership, including copyrights, to the reports, studies, plans, filings, evaluations and other documents (collectively, the "Documents") prepared or assembled by Company, or any of its sub-consultants (to the extent permitted), for this Project. Company hereby releases Municipality, and any new consultant retained by Municipality, from any and all claims in connection with the use or reproduction of the Documents. Company agrees to execute such Documents reasonably deemed necessary by Municipality to implement the rights granted to Municipality pursuant to this Section including written permission to make changes or modifications to the plans. Company shall be entitled to retain a reproducible copy of the Documents furnished to Municipality.
- C. Delivery of Documents. Company agrees that upon the expiration or termination of this Agreement, all information including without limitation the Documents and all drawings, designs, specifications notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, and memoranda of every description arising out of and relating to the Services rendered under this Agreement, but specifically excluding such materials that are exclusively within Company's prior knowledge, are to become the confidential and proprietary property of Municipality and may not be disclosed or used by Company for any purpose. Municipality shall have the exclusive right without limitation to copyright, use or publish such material. The use of these materials in any manner by Municipality or its assigns shall result in no additional claim for compensation by Company.

## V. INSURANCE:

- A. Minimum Scope and Limits of Coverage. Company shall procure and maintain, during the entire term of this Agreement, the following insurances:
- i. Commercial General Liability. Commercial general liability insurance including, but not limited to, coverage-for-bodily-injury, property damage, products/completed operations, premises/operations, contractual and personal/advertising injury liabilities and providing coverage for explosion, collapse and underground hazards, with combined single limits of not less than \$2,000,000 per occurrence, naming the designees set forth below as additional insured's for claims arising from or out of any Services of Consultant on the Project. Completed operations coverage shall continue and be maintained for at least two (2) years following completion of the Project.
  - ii. Excess/Umbrella. Excess/umbrella insurance with limits of not less than \$  
Such insurance shall be in excess of and not in lieu of, the required commercial general liability, business auto liability and employer's liability coverage.
  - iii. Business Auto. Business auto liability insurance with coverage for all owned, non-owned, and hired vehicles with combined single limits per accident of not less than \$1,000,000.
  - iv. Employer's Liability. Employer's liability insurance with not less than \$1,000,000 per policy, per accident, per disease, and per employee limit.
  - v. Workers' Compensation. Workers' compensation insurance providing statutory benefits and limits that shall fully comply with all state and federal requirements apply to this

insurance in the state where the Project is located.

vi. *Professional Liability.* Professional liability insurance shall be maintained throughout the Project, with per claim and aggregate limits of not less than \$5,000,000.

B. General Provisions: Endorsements. The foregoing policies shall be placed with insurance companies rated A minus VIII or better by Best's Key Rating Guide. Such insurance companies shall be authorized to do business in the jurisdiction in which the Project is located. Company shall be responsible for any deductibles in connection with any insurance provided by Company. Company's insurance coverage shall be primary to any insurance coverage which shall be provided by Municipality. Should Company's policies be cancelled or significant reductions in coverage take place, Company will replace the insurance prior to the cancellation date with similar insurance, terms and limits as the expiring program with no gaps in coverage.

i. *Certificates of Insurance.* Company shall provide to Municipality certificates of insurances showing the insurance coverage and requested endorsements described above, in a form and content approved by Municipality, prior to performing any Services under this Agreement.

ii. *Non-Limiting.* Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Company may be held responsible for payments of damages to persons or property.

## VI. REPRESENTATIONS.

A. Professional Practices. All Services to be provided by Company pursuant to this Agreement shall be provided by personnel experienced in the field and have all licenses and certifications necessary and appropriate to fully render the Services, and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

Company represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise Municipality of any changes in any laws that may affect Company's performance of this Agreement. In the performance of the Services hereunder, Company shall at all times comply with applicable laws, rules and regulations of governmental authorities having jurisdiction over the performance of this Agreement.

B. Employment Practices. Company represents that it shall perform the Services in compliance with all applicable Federal and state employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety; fair employment and employment practices, workers' compensation insurance and safety in employment and all other Federal, state and local laws and ordinances applicable to the Services to be performed hereunder. Company shall indemnify and hold harmless Municipality, its officers, employees and agents from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against Municipality, its officers, employees or agents, or on account of any liability under the applicable laws and regulations which may be incurred by reason of Company's performance under this Agreement.

- C. Financial Solvency: Credentials. Company represents that it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to perform the Services contemplated by this Agreement, and that it is authorized to do business and perform the Services in the city and state where the Project is located.
- D. Company's Employees. Company shall be responsible for maintaining satisfactory standards of competency, conduct and integrity of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event Company fails to remove any employees from the work of this Agreement whom Municipality deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by Municipality to be contrary to its best interests, Municipality reserves the right to require such removal as a condition for the continuation of this Agreement.

## **VII. INDEMNITY:**

Notwithstanding any of the insurance requirements set forth in this Agreement, and not in lieu thereof, Company shall indemnify and hold Municipality, its officers, employees and agents (the "Indemnities"), harmless from any and all claims (including, without limitation, reasonable attorneys' fees and court costs) (collectively, the "Claims") which the Indemnities may suffer as a result of, by reason of, or as a consequence of, the negligent errors, omissions, recklessness, intentional misconduct of Company, its sub-consultants or agents, or anyone employed by Company, its sub-consultants or agents, in the performance of this Agreement.

As part of its obligation hereunder, Company shall, at its own expense, defend the Indemnities against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent act or omission of Company, its sub-consultants or agents, for and against which Company is obligated to indemnify the Indemnities.

## **VIII. MISCELLANEOUS TERMS:**

- A. Confidentiality. Company shall treat the information relating to the Project, which has been produced by Company or provided by Municipality, as confidential and proprietary information of Municipality and shall not permit its release to other parties or make any public announcement or publicity release without Municipality's' written authorization. Company shall also require each employee and sub-consultant to comply with this requirement. The submission or distribution of documents to-meet-official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving Company of its confidentiality obligation imposed herein.
- B. Entire Agreement. This Agreement between Municipality and Company constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be amended or modified only in writing specifically referring to this Agreement and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits

to this Agreement.

- C. Governing Law: Remedies. This Agreement and all claims related to it shall be governed and construed in accordance with the laws of the State of New York without giving effect to its choice or conflict of law provisions. Company agrees that any violation or threatened violation of this Agreement will cause irreparable injury to Municipality and entitling Municipality to obtain injunctive relief in addition to all legal remedies Municipality total liability to Company for all claims arising under or out of this Agreement shall be limited to the fees paid by Municipality to Company under this Agreement. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF MUNICIPALITY AND COMPANY WAIVE ANY RIGHT TO A JURY TRIAL THEREOF.
  
- D. Independent Contractor. Company is and shall be acting at all times as an independent contractor and not as an employee of Municipality. Nothing in this Agreement shall create, or be deemed to imply the creation of, any partnership, joint venture, employment or other relationship. Neither party shall have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of the other party. Each party shall bear its own costs and expenses in connection with performance of this Agreement, and Company shall secure, at its expense, and be responsible for any and all payment of income taxes, withholding taxes, Social Security, unemployment compensation, worker's compensation and any other rights, benefits, or obligations relating to employment.
  
- E. Notices. All notices, requests, demands, consents, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand; sent by email with confirmation of receipt by addressee; or sent by commercial courier service or sent by certified or registered mail with delivery or postage prepaid and by means assuring that acknowledgement or receipt is secured, addressed to the party at the following address or such other address as may be provided to the other party hereto from time-to-time pursuant to this Section:

If to Company, to:

Keith Tyson  
Vice President  
Troy & Banks, Inc.  
2216 Kensington Avenue  
Buffalo, NY 14226  
Phone: 716-517-3959  
Email: [ktyson@troybanks.com](mailto:ktyson@troybanks.com)

If to Municipality, to:

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Street: \_\_\_\_\_  
Town, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

With a required copy to:

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Street: \_\_\_\_\_  
Town, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

- F. Headings/Syntax. The headings inserted in this Agreement are for the convenience of the parties and shall not govern any conclusion or interpretation of this Agreement or any of its provisions. All definitions in this Agreement apply to both their singular and plural forms, as the context may require. The terms "herein," "hereunder" "hereof" and similar expressions refer to this Agreement. All references to "days" are to calendar days, unless otherwise specified.
- G. Severability. In the event any provision of this Agreement is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of the Agreement shall remain in full force and effect.
- H. Assignment. This is a personal service contract and the obligations of Company pursuant to this Agreement may not be delegated, transferred or assigned, either voluntarily or by operation of law, by Company without the prior written consent of Municipality. Any attempted delegation, transfer or assignment by Company will constitute a material breach of this Agreement.
- I. Waiver. No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder Failure on the part of any party hereto to complain of any act, failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by Municipality or the failure of Municipality to perform or have performed any inspection hereunder, shall not constitute a final acceptance of the Services or any part thereof and shall not release Company of any of its obligations hereunder.
- J. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, or by email in a portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other party.

**EXHIBIT A:**

**PART A -**

**GIS AUDIT OF STREET LIGHT INFRASTRUCTURE**

**GIS Project Scope of Work (SOW):**

T&B will conduct a GIS audit of all identified street lights within the Municipality. Each pole will be visited, and T&B will collect the billable assets and surrounding geographic information. **The information collected will likely include but MAY NOT BE LIMITED to the following:**

- a. GPS Coordinates latitude and longitude coordinates (X, Y coordinates)
- b. Pole ID number (where available)
- c. Pole locations
- d. Pole heights
- e. Pole structure (aluminum, wood, steel, etc.)
- f. Pole condition
- g. Pole ownership
- h. Luminaire type (cobra head, colonial post-top, teardrop, etc.)
- i. Underground supply
- j. Current in-field wattages
- k. Roadway widths
- l. Tree interference
- m. Maintenance issues with infrastructure such as poles wiring
- n. Convenience outlet (yes or no)
- o. Pendant length
- p. Sidewalks
- q. Traffic direction
- r. Roadway widths
- s. Additional fields and the pick options used in other municipalities are included on the sample excel spreadsheet page.

All information will be collected and uploaded into a secure database. T&B will use the ESRI ArcGIS Collector App and the lights will be collected with Trimble R1 GNSS receivers that will provide sub-meter accuracy on the collection at each pole.

**EXHIBIT B:**

**GIS AUDIT FEE SCHEDULE**

**GIS Project Pricing Schedule:**

T&B will audit all street lights within a participating Municipality. The GIS audit will be done for the Municipality at a **Not To Exceed (NTE)** price of \$15.50 per pole. The Parties agree that T&B will consolidate individual Municipalities that are ready for the GIS audits within 30 days of each other and conduct the work in accordance with the pricing schedule below.

For scheduling purposes and economies of scale, the larger amount of lights that can be audited at the same time, the more efficient conducting GIS projects become.

<b><u>No. of lights</u></b>	<b><u>GIS Audit Pricing Schedule</u></b>
1-500	\$15.50/pole
501-1,000	\$14.25/pole
1,001-1,500	\$12.10/pole
1,501-2,000	\$10.90/pole
2,000 and above	\$9.75/pole

Once the GIS audit is completed and the data is reviewed and organized, it will be given to Wendel to conduct the design services for each specific municipality.

**EXHIBIT C:**

**PART B –**

**PROFESSIONAL LIGHTING DESIGN:**

**Design Project Scope of Work (SOW):**

As a sub-consultant to Troy and Banks, Wendel will conduct the Professional Lighting Design portion (Part B), of this agreement.

The information collected under PART A of this agreement will be shared with Wendel for purposes of providing lighting design services for a one for one retrofit of existing street lighting infrastructure to LED technology. Design services will be provided based on one of the following scenarios, as selected by the municipality.

- 1A. The municipality desires for the local electric utility to provide and install LED lighting retrofits and wishes to aggregate the design with other participating municipalities.

Wendel will provide uniform design services that provide the participating municipalities with recommended retrofit fixture(s) from the list of available utility options at the time of design kickoff. Deliverables would include a letter summarizing the design efforts and a retrofit table indicating the recommended one for one replacement for existing fixture types. This deliverable would be standardized for all participating municipalities in the Program.

- 1B. The municipality elects for the local electric utility to provide and install LED lighting retrofits and wishes to have an individual design completed based on their specific characteristics and applications.

Wendel will provide custom design services that provide the participating municipality with recommended retrofit fixture(s) from the list of available utility options at the time of design kickoff. Deliverables would include a letter summarizing the design efforts and a retrofit table indicating the recommended one for one replacement for existing fixture types. This deliverable would be specific for the participating municipality based on existing street lighting applications.

2. The municipality plans to self-install LED lighting retrofits and wishes to have an individual design completed based on their specific characteristics and applications.

Wendel will provide custom design services that would allow the participating municipality to select from a variety of retrofit fixture(s) choices available on the market at the time of design kickoff. Deliverables would include a letter summarizing the design efforts and a retrofit table indicating the recommended one for one replacement for existing fixture types. This deliverable would be specific for the participating municipality based on existing street lighting applications.

3. The municipality wishes to publicly bid and contract the purchase and installation of LED lighting retrofits, and wishes to have an individual design completed based on their specific characteristics and applications.

Wendel will provide custom design services that would allow the participating municipality to select from a variety of retrofit fixture(s) choices available on the market at the time of design kickoff. Deliverables would include a bid package, including the municipality's invitation to bid, insurance and bonding requirements, terms and conditions, technical specifications and a retrofit table indicating the recommended one for one replacement for existing fixture types. This deliverable would be specific for the participating municipality based on existing street lighting applications.

4. The municipality is interested in an analysis of the economic feasibility of a possible utility street lighting buyback and LED retrofit project. Whereas the municipality would assume street lighting asset ownership and maintenance responsibility, while eliminating all utility maintenance (facilities) related charges.

This analysis will include an estimate of project costs, utility savings, maintenance costs, rebates, and simple payback. Project costs will include utility buyback offer, material and labor installation estimates, project management, GIS auditing and engineering. A preliminary financial cash flow analysis (proforma) will be prepared based on project economics, estimated interest rate and term of borrowing.

Wendel will meet with the municipality to kick off the design phase to collect information and discuss design criteria. A conference call will be conducted upon submission of the final deliverables to present recommendations and answer questions.

Fees associated with the design services described above are outlined in Exhibit D.

**EXHIBIT D:**

**PART B –**

**PROFESSIONAL LIGHTING DESIGN FEE SCHEDULE:**

**Design Project Pricing Schedule:**

The below fee matrix has been prepared based on information provided by ANCA, in the design aggregation inventory of October, 15, 2018, which summarizes potential aggregating municipalities and street light quantities. The below cost estimates are preliminary, and are being presented with a low and high range of potential cost. This approach is necessary at this time given the varying degree of aggregation quantities and methods for which each municipality may choose to implement an LED retrofit project.

The reality is that other than municipalities aggregating and then opting for the electric utility retrofit option, most municipalities will require some level of individual (custom) effort to allow them to pursue other implementation options.

	LED Street Lighting Retrofit Scenarios/Options	Lump Sum Fee Range		Approximate Cost per Street Light	
		Low	High	Low	High
1A	Utility Install - Aggregation of Numerous Municipalities	\$15,000	\$26,600	\$7	\$12
1B	Utility Install - Single Municipality (No Aggregation)	\$3,600	\$9,400	N/A	N/A
2	Already Own - Municipal Electric Co. Self-Install (No Aggregation)	\$9,600	\$20,000	\$12	\$25
3	Design/Bid/Build - No Aggregation	\$12,800	\$36,500	\$16	\$46
4	Utility Buyback Cost, Savings & Maintenance Analysis	\$2,000	\$3,000	N/A	N/A

**Fee Proposal Assumptions**

The above proposed fee includes the following assumptions:

1. Pricing for Option 1A is based on a standard design that would utilize one of the utility retrofit fixture choices being offered at the time of design kickoff. The resulting deliverable would include a retrofit table indicating the recommended 1 for 1 replacement for existing fixture types. This deliverable would be utilized by all participating municipalities in the Program.
2. Pricing for Options 1B, 2, 3 and 4 is based on 1 for 1 fixture replacement design for individual municipalities, for a variety of implementation options as noted above.
3. The municipalities will provide electronic copies of current electric utility street lighting bills.
4. The municipalities will provide existing street lighting infrastructure information that may exist in electronic format. Such information may consist of; street lighting audits, equipment

lists/inventory, GIS data, street lighting equipment maintenance logs and invoices, etc.

5. Additional project meetings and field work, to discuss, present, collect or verify information necessary to complete the scope of work, will be quoted by Wendel as an additional service with a Time and Expense Fee.
6. Wendel will provide a formal quote and final fee for each aggregation or individual effort and scenario based on municipality participation.
7. Wendel anticipates invoicing on a Lump Sum Basis for services provided, and a Time and Expense Basis for any additional services if necessary. Payment terms are assumed to be net 30 days.

**SIGNATURE PAGE**

**WHEREAS,** The Parties have read and agree with the foregoing Agreement which makes up the entirety of this Contract for Professional Services for: Global Information Systems (GIS) Audit and Professional Lighting Design; each of the Parties indicates it's agreement by signing below.

**MUNICIPALITY:**

\_\_\_\_\_

**TROY & BANKS, INC.:**

Troy & Banks, Inc. \_\_\_\_\_

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**PRINT:** \_\_\_\_\_

**PRINT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

SUBJECT: Amend Arts & Culture By-laws      Date: 05/13/19

DEPT OF ORIGIN: Trustees Shapiro & Little      Bill # 50-2019

DATE SUBMITTED: 05/09/19      EXHIBITS:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

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EXPENDITURE REQUIRED: \$	AMOUNT BUDGETED: \$	APPROPRIATION REQUIRED: \$
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**SUMMARY STATEMENT:**

A resolution to amend the Arts & Culture Advisory Board by-laws to allow up to nine (9) voting members.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR RABIDEAU      \_\_\_\_\_

TRUSTEE SHAPIRO      \_\_\_\_\_

TRUSTEE MURPHY      \_\_\_\_\_

TRUSTEE VAN COTT      \_\_\_\_\_

TRUSTEE LITTLE      \_\_\_\_\_

**RESOLUTION TO CHANGE THE NUMBER OF MEMBERS ON THE ARTS AND CULTURE  
ADVISORY BOARD AND AMEND THE BY-LAWS**

WHEREAS, the Village has received more letters of interest from qualified individuals interested in serving on the Village of Saranac Arts and Culture Advisory Board than anticipated when the by-laws were created; and

WHEREAS, the current by-laws of the Arts and Culture Advisory Board currently allow for a maximum of seven (7) members; and

WHEREAS, a committee has reviewed all letters of interest and recommends appointing nine interested individuals to the board based on their skills, interests and backgrounds; and

WHEREAS, it is being recommended that section IV- Membership of the by-laws be amended to allow for a maximum of nine (9) voting members;

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Village Board of Trustees hereby changes the maximum number of voting members on the Arts and Culture Advisory Board from seven to nine and amends the by-laws to reflect this change.

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

SUBJECT: Arts & Culture Board Members      Date: 05/13/19

DEPT OF ORIGIN: Trustees Shapiro & Little      Bill # 51-2019

DATE SUBMITTED: 05/09/19      EXHIBITS:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED: \$

AMOUNT  
BUDGETED: \$

APPROPRIATION  
REQUIRED: \$

\_\_\_\_\_  
**SUMMARY STATEMENT:**

A resolution to appoint the following individuals to the Arts and Culture Advisory Board: Emilie Allen, Jessica Collier, Kathy Ford, Shaun Kittle, Sadie Posdich, Kirk Sullivan, Nathalie Thill, Dylan Van Cott, and Susan Whiteman.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE VAN COTT \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

**RESOLUTION TO APPOINT MEMBERS TO THE ARTS AND CULTURE  
ADVISORY BOARD**

WHEREAS, the Board of Trustees recently created the Saranac Lake Arts and Culture Advisory Board to make recommendations on policy and actions that facilitate implementation of the Village of Saranac Lake Arts and Culture Master Plan;

WHEREAS, the Board of Trustees has solicited letters of interest from individuals interested in serving on the Advisory Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees for the Village of Saranac Lake hereby appoints the following individuals to the Arts and Culture Advisory Board:

1. Emilie Allen
2. Jessica Collier
3. Kathy Ford
4. Shaun Kittle
5. Sadie Posdzich
6. Kirk Sullivan
7. Nathalie Thill
8. Dylan Van Cott
9. Susan Whiteman

BE IT FURTHER RESOLVED, the Board of Trustees hereby appoints Melinda Little as the ex-officio member who shall act as a liaison between the Advisory Board and the Village Board of Trustees.

Emilie Allen

[REDACTED]  
Saranac Lake, NY 12983

[REDACTED]  
<https://www.linkedin.com/in/emilieallen>

Clyde Rabideau, Mayor  
c/o Jamie Konkoski  
39 Main Street  
Saranac Lake, NY 12983  
[comdev@saranaclakeny.gov](mailto:comdev@saranaclakeny.gov)

Dear Mayor Rabideau,

I'm writing to express my keen interest in the Saranac Lake arts and culture advisory board. As a local writer and creative director, I believe that I have the knowledge, passion, and drive to help the village accomplish its goals for the Arts and Culture Master Plan.

An Adirondack native, I returned to the North Country in 2014 to pursue a career opportunity in writing and communications. Soon after, I moved to Saranac Lake where I became a first-time homeowner. Leaving my life in Montreal to live in a small mountain village, I didn't expect to find such a rich cultural environment in my new town. Yet, over the past five years, to my delight, I've discovered a vibrant creative community here – filled with colorful characters and impressive talent.

My post-secondary and graduate education includes degrees in the visual arts (BFA), creative writing (MFA), and media studies (MA). Beyond my pursuits in these fields, I'm also deeply passionate about music; I play the fiddle and my husband is a local musician. I'm currently employed as the director of communication and marketing at North Country School and Camp Treetops. Locally, I sit on the board at BluSeed Studios, as well as the Saranac Lake Farmers' Market.

Thank you for your consideration.

Best,

Emilie Allen

Jessica Collier  
Saranac Lake, NY 12983

518-312-7056  
[jesscollier33@gmail.com](mailto:jesscollier33@gmail.com)

Clyde Rabideau, Mayor  
c/o Jamie Konkoski  
39 Main St.  
Saranac Lake, NY 12983  
[comdev@saranaclakeny.gov](mailto:comdev@saranaclakeny.gov)

Mayor Clyde Rabideau:

I'd like to express my interest in serving on the Arts & Culture Advisory Board. My background, experience and passion give me a strong basis to be a helpful asset for this initiative, and I would love to have the opportunity help achieve the vision of the Saranac Lake Arts and Culture Master Plan.

I've been a devotee to music, theatre, dance, film and the written word since before I can remember. One of my earliest memories is the Smurfs record player I would carry around to listen to my favorite songs whenever I wanted. I grew up in Tupper Lake singing, playing the flute, and performing in every school- or community-related opportunity I could find. I earned a bachelor's degree at Siena College in Creative Arts, focusing on theater and music, where I enjoyed performing in, stage managing and designing and building costumes for many theatrical productions.

Since then, I earned a master's degree from Boston University in journalism, and moved back to Saranac Lake to write for the local newspaper for five years before going into marketing and communications with first ROOST then Adirondack Health. I also spent a year in a volunteer position editing and writing about music on a statewide news website, NYS Music. These positions have all helped me gain a familiarity for the local arts and culture offerings and how to effectively write about them, as well as grant opportunities for them and how to pursue them.

Nowadays, when I'm not traveling across the country to see my favorite bands play concerts or taking in a show locally at the Waterhole, I'm helping to organize the music festival that will replace Hobofest.

When I first heard about the Arts & Culture Master Plan, I was thrilled. I think it's wonderful for Saranac Lake to focus in on what's always been such a strong part of this amazing community.

I would love the opportunity to put my skills and passions to work helping to strengthen and expand the arts and cultural offerings here.

Please let me know if you have any questions or need any further information. I look forward to speaking with you about this opportunity.

Thank you,  
Jessica Collier

2025/05/20

2025/05/20

Hello Clyde and Jamie,

I hope this finds you well!

I am writing to express my interest in serving on the new Arts & Culture Advisory Board. My family and I have been involved in the arts in our community for the past 40 years. I recently retired from my 40-year career as a graphic designer and production manager at Adworkshop in Lake Placid. During my career, I was also actively involved in many facets of our art community. I served 20 years on the board of Pendragon Theatre, and just about the same number of years on the board of Lake Placid Center for the Arts, currently in an Advisory capacity. I served 8 years on the board of the SL Young Arts Association, and worked for several years as a choreographer for SLHS musicals and Winter Carnival Court when my boys were in school. I served on the communications committee for the SL Village Improvement Society for over 6 years -- the past 3 as the only member of the committee. I am also a freelance painter and plan to spend more time devoted to my art now that I am retired. I recently served on the Saranac Lake rebranding committee, providing creative input and direction for our new mission statement. And did I mention, I LOVE Saranac Lake and our awesome arts community??? We raised both of our sons to love and work in the arts -- our oldest Devon is a producer/director who owns his own film and video company in Chicago, and our youngest, Kyle, is a professor of photography and a freelance photographer in Hong Kong.

I think I could bring some valuable insight to this committee, and I am willing to work to continue to promote Saranac Lake as a vibrant arts and cultural hub.

Thank you for considering me.

Kathy

Kathy Ford

494 Lake St

Saranac Lake, NY

518-791-9982

I am also currently on Historic Saranac Lake's advisory committee. In that role, I have tried to give the organization a new perspective by encouraging them to think about ways they can bring the museum to the public as a way of enticing people to visit the museum. I am also on the John Brown Day planning board — I believe the work done by John Brown Lives!, the organization that hosts the event, is important, and its founder Martha Swan is a dear friend.

Lastly, I am the founding member, drummer, and primary songwriter for the band ~~Downfeather~~. Saranac Lake inspired our raucous blend of musical styles, which includes New Orleans street music, funk, jazz, and punk rock. Our strange and upbeat songs have received nothing but positive support from the community here. As someone who will turn 42 this year, it does my heart good to know I can still rock out from time to time.

I hope my experiences, connections, and talents make me a good fit for serving on Saranac Lake's Arts & Culture Advisory Board. I love collaborating with creative thinkers, I love positive discussions on how things can be improved, and I am a big fan of out-of-the-box ideas. I believe my experience has given me a great understanding of what Saranac Lake is — it is so many things to so many people — and I would love the chance to use my skillset to help develop what Saranac Lake could become.

Thank you for your consideration,

Shaun Kittle

Mayor Clyde Rabideau  
c/o Jamie Konkoski  
39 Main Street  
Saranac Lake, NY 12983  
[comdev@saranaclakeny.gov](mailto:comdev@saranaclakeny.gov)

Shaun Kittle  
153 Prospect Ave.  
Saranac Lake, NY 12983  
[shaunk6@gmail.com](mailto:shaunk6@gmail.com)  
(518) 570-2507

Dear Mayor Rabideau and Jamie Konkoski,

I am writing to express my interest in joining the Arts & Culture Advisory Board for the Village of Saranac Lake. I believe my experience and interests would make me a valuable asset to that team.

My wife, Anna, and I moved to Saranac Lake in 2013, and I quickly went from being a stranger in a new town to someone who is an active member of the community. We were drawn by the creative spirit here, and we found it marvelous how that spirit has attracted people from all over who want to be in a beautiful place that's filled with unique, interesting people. Being creative people ourselves, that was a major factor in our decision to make this place home. I feel welcomed by and connected to this community, and volunteering my time is my way of giving back and saying "thanks."

I moved to Saranac Lake to take a job as a reporter with the Adirondack Daily Enterprise, and when the opportunity to cover the arts and entertainment beat became available I took it. It was through that job that I quickly met the people behind the village's extensive arts community. From the monthly gallery openings to late shows at the Waterhole, I still love it all.

In 2015, I left the Enterprise to take a Content Developer job with the Regional Office of Sustainable Tourism. Even though I loved reporting, I saw my new position as a chance to take an active role in promoting Saranac Lake, something I think is vital to the long-term economic stability of the region. Leaving the Enterprise also opened another door — I was able to volunteer on boards. I joined the BluSeed Studios board as soon as there was an opening.

That was three years ago, and a lot has changed. I am now the Senior Content Developer at ROOST, a position that has given me invaluable experience in marketing and on understanding the important role arts and culture play in encouraging people to visit our village. I was one of the key people in the recent rebranding process — among other things, I wrote the brand statement and worked with the community to fine-tune it so it best represented Saranac Lake.

I recently stepped down from the BluBoard for two reasons. My wife and I had a daughter in August, and I wanted to make time to work on another project: Saranac Lake Street Fest. Street Fest is a celebration of all the quirky originality that makes Saranac Lake such a unique mountain town. All manner of whimsical surprises are being baked into the event, and it is intentionally being developed to appeal to locals and visitors alike. The hope is to make Street Fest a vehicle for expression, out-of-the-box thinking, and forming relationships with visitors in a way that makes them fall in love with this community in the same way that I have. There is only one village in the Adirondacks that could pull off an event of this caliber, and Saranac Lake is it.

# sadie

Sadie Rose Posdzich

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
Saranac Lake, New York

April 12, 2019

Clyde Rabideau, Mayor  
c/o Jamie Konkoski  
39 Main St.  
Saranac Lake, NY 12983

Hi there,

My name is Sadie Posdzich and I am writing to express my interest in serving on the Arts and Culture Advisory Board for the village of Saranac Lake. I am a Graphic Designer living in the village while also working as the Marketing Director for the Lake Placid Sinfonietta. Additionally, I serve on the Winter Carnival Committee, sing for the Northern Lights Choir, and create my own art in my spare time. In my Marketing Director position I manage social media, design and implement advertising campaigns as well as create and budget various marketing initiatives for the orchestra.

I've lived in Saranac Lake pretty much my entire life. I grew up here, I became an artist here and someday I hope to raise a family here. If it wasn't for the unique experiences I was able to have as a kid, whether it was participating in local theater, taking dance classes, or learning a new instrument, I would not have the creative mind I have today. Coming up with creative solutions to interesting problems is one of my favorite things to do and probably the main reason why I became a designer in the first place. The other influence I had was the encouragement I found myself surrounded by from the diverse artistic minds of Saranac Lake. The people in this town really made me feel like it was possible to pursue a creative career and now I wish to do the same for others through the inclusion and promotion of everyone's artistic side.

Establishing the Arts & Culture advisory board is a vital step in growing and promoting the creative community. One of the most important initiatives we can take is encouraging creative minds to express themselves whether they be young, old, amateur, or professional. The beautiful thing about the arts is that they are for everyone and the inclusion of all types of people is what makes for a strong art community. Marketing the unique arts and culture of Saranac Lake is not only authentic to the people of this village and important to the growth of young minds but it is also a chance to build us up economically. We have something really special right here and all it is going to take is a group of driven creative minds to effectively expand upon what we already have and to share that with everyone.

I would love to be apart of this initiative. Saranac Lake is such a strong community that fosters and encourages creatives and I would love to see us grow and celebrate that community even more. Our village is mighty and we can pretty much make anything happen if we set our minds to it.

Thank you for the time and consideration,



Sadie Posdzich, Graphic Designer

To Whom It May Concern:

Saranac Lake's culture of artistic expression has shaped my life. As the son of filmmaker Fred G. Sullivan—whose writings as an ambassador for the arts are memorialized on a plaque in the high school—my childhood was defined by how our community embraced his artistic endeavors. As an adolescent, I thrived in our culture of artistic opportunity: acting in community theater; playing in the school band; founding a hip-hop group (*Penny King Productions*) that released a studio album and performed in New York City and Los Angeles (in addition to The Waterhole and BluSeed Studios); and making short films. As a young filmmaker buoyed by the support of our community, I went to California to build a career. Over a decade later, I moved home having written screenplays for Hollywood studios and directed commercials, documentaries, and a movie released in theaters (*City of Dead Men, 2016*). Since relocating my family and production company *Bing Bang Boom, Inc.* to Saranac Lake in 2017, I've been busier than ever and I am eager to bring my perspective as a professional filmmaker to the conversation about the future of art and culture in our village. Therefore, I hope to be considered as a member of the master plan advisory committee.

Many thanks,

Kirk Sullivan



## ADIRONDACK CENTER for WRITING

Bringing people and words together

March 27, 2019

Clyde Rabideau, Mayor  
39 Main St  
Saranac Lake, NY 12983

Dear Mayor Rabideau,

I'm interested in serving on the Arts & Culture Advisory Board. I was involved in the early stages of creating the master plan and am very interested in seeing it succeed.

As the executive director of the Adirondack Center for Writing, I also think it is important to have the literary arts represented on the board.

I've been with the Adirondack Center for Writing pretty much since its inception, for over 19 years. We are celebrating our 20<sup>th</sup> anniversary. For 17 of those years I was the single employee of ACW so I was responsible for all of our fundraising, programming, development, and marketing. Our office is in downtown Saranac Lake but we hold programs all over the region. In a typical year I would present 109 writers in 25 communities, single-handedly. Programs can be anything from a 2-week residency, a weekend writing workshop, or a single reading.

Thankfully now we have a staff of two and our programming and marketing has grown exponentially. We have enhanced our presence in Saranac Lake through programs like Poem Village Saranac Lake and the Howl Story Slams. Hundreds of poems written by locals are hung in the windows of businesses all along Main St for the month of April. We also print those same poems on postcards and put them in unexpected places all over town. If you withdraw money from the bank, you will also receive a poem, you may find one when you get your prescription filled, and the hospital places one on every patient breakfast tray. It is an innovative collaboration between the arts and the private sector. People come to town from all over to find their poem and read all of the others.

We also host Howl Story slams in town, and every other year the Grand Slam is presented here as well. The story slam 2 weeks ago at the Waterhole drew over 170 people, all telling their stories; it is a very inspiring community event. We also have a chalk board on the side of our building where we ask questions of people in town. This public art engagement has opened another window into our community; the answers to the questions are always delightful and often surprising.

I mention these programs to give a sense of the breadth of programming and how innovative we have been in reaching new audiences and engaging new partners. I feel these skills, plus my involvement on the board of the NYS Literary Presenters and Presses, a state-wide group committed to strengthening the literary arts in New York State, would make me an asset on the Arts & Culture Advisory Board

Thank you so much and please let me know if you need any further information.

Best,

Nathalie Thill

Dear Mayor Rabideau and Ms. Konkoski,

I am writing to express my interest in joining the Village's Arts and Culture Advisory Board. We are in an extremely important and exciting time for Saranac Lake, and as someone who was raised in the arts community within Saranac Lake, I want to do all I can to help our community succeed. Working to successfully implement the Arts and Culture Master Plan would be an amazing opportunity to do so.

I would be an ideal candidate for a position on this board for a number of reasons: I have been involved with Pendragon Theatre since a very young age, both on stage and off, I've spent over 3 years involved in some capacity with the Northern Lights Choir, I have an education background in Digital Media, Marketing, and Communication, (which can always come in handy), as well as years of office management, project management, and conflict resolution experience-all of which are vital when working with a myriad of different personalities and interests toward a common goal. I also have experience filling a number of roles within a board setting: I am a member of the Tri-Lakes Humane Society Board, the TLHS Fundraising Committee, and have recently been invited to join Historic Saranac Lake's Advisory Committee beginning in May.

The bottom line for me is that I love my community and I know it well. I love and value the important role that the arts play in both the history, and the future of Saranac Lake. Communication and cooperation between individuals and groups is absolutely vital to the continued success and growth of both the arts community, and community at large in Saranac Lake. I want to work to bring people together to achieve that goal, and help move Saranac Lake forward in any way I can.

Thank you for your consideration.

Sincerely,

Dylan Van Cott  
Saranac Lake, NY

Dear Jamie and Mayor Rabideau,

First I'd like to thank Jamie for taking the time to answer my questions today regarding the Arts & Culture Advisory Board position(s).

As an area artist and active member of the arts community in Saranac Lake (and a resident of same) I have a vested interest in seeing that our endeavors to make Saranac Lake an arts destination continue and flourish.

I attended all of the public meetings about the Arts & Culture study, and have been most interested to see how those findings would be implemented and would be very excited to be a part of the advisory board.

As a member of NorthWind Fine Arts Gallery on Woodruff Street since 2014 I have been their de facto "Events Coordinator" as well as one of their publicity point people. My duties include writing their ad copy, and coordinating and participating in disseminating it each month with other gallery members. My contributions to the gallery have included implementing "Our Creative Corner: Showcasing Area Students' Art" that took place during this recent school year and involved showcasing the work of 4-6 different students' work for 4 months of the school year. Teachers, parents and students were invited to the gallery for the monthly receptions and the students' work was a co-feature of our gallery openings during those months. We received some press coverage for that, which included photos of the students standing next to their beautiful work. That came out of a stated desire expressed by school personnel input in the Arts & Culture study to be more a part of the overall community arts scene.

One of my favorite "bring it to the community" endeavors has been creating NorthWind Fine Arts Annual Poetry Openings. We just completed our 3rd annual, which gallery artists and poets from across the northeast work on for months prior to the opening, creating art and poetry in tandem. The poets then come to do readings to a crowded gallery and the new artwork is on display. The event brings in people from out of town, and has become one of our premier events of the year. Our opening received front-page coverage in Monday's Adirondack Daily Enterprise, features on NPR, and another in local Lake Champlain weekly. I've currently just entered into talks to bring a music/arts combined effort to the gallery and to Saranac Lake which I am really excited about.

As a board member of the Adirondack Pastel Society my duties include publicizing their many events throughout the Adirondacks. and am an active committee member of Saranac Lake Artworks. I'm also a juried member of the Pastel Society of America.

My resume includes working for NYC publishing houses in my far distant past, in administrative, marketing and sales positions, working as a health care professional in a very busy pediatric office, and throughout my life working as an artist, teaching classes and doing plein air events. I have an area studio and show my work in galleries throughout the Adirondacks.

Currently self-employed as an artist, I have been attending the ROOST arts meetings in addition to the above. Please see my website for art-related events, works, etc: [susanwhitemanpastels.com](http://susanwhitemanpastels.com)

It would be an honor and a privilege to work on the Downtown Arts Advisory Board. I would hope to be able to bring my energy, ideas, planning skills, and real-life-as-an-artist perspective to the board.

Respectfully,

Susan Whiteman

[REDACTED]  
Saranac Lake, NY 12983  
[REDACTED]

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

SUBJECT: PTAB Ex-Officio

Date: 05/13/19

DEPT OF ORIGIN: Village Manager

Bill # 52 -2019

DATE SUBMITTED: 05/09/19

EXHIBITS:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED: \$

AMOUNT  
BUDGETED: \$

APPROPRIATION  
REQUIRED: \$

\_\_\_\_\_  
SUMMARY STATEMENT:

A resolution to appoint Rich Shapiro as ex-officio member of the Parks & Trails Advisory Board.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE VAN COTT \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

**RESOLUTION TO APPOINT EX-OFFICIO MEMBER TO THE  
PARKS AND TRAILS ADVISORY BOARD**

WHEREAS, the Bylaws of the Parks and Trails Advisory Board state that there shall be one ex-officio member who shall be a member of the Village Board of Trustees who shall act as a liaison between the Advisory Board and the Village Board of Trustees; and

WHEREAS, the Parks and Trails Advisory Board does not currently include ex-officio members;

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees hereby appoints Rich Shapiro as ex-officio member to the Parks and Trails Advisory Board.



**RESOLUTION DECLARING EQUIPMENT SURPLUS AND  
AUTHORIZING THE SALE OF SURPLUS EQUIPMENT**

WHEREAS, the Village of Saranac Lake has determined the equipment on the attached list is no longer useful to the village; and,

WHEREAS, The Village of Saranac Lake may deem equipment as surplus and dispose of it, if it is no longer useful to the village.

NOW THEREFORE BE IT RESOLVED, That the Village Board deems the equipment on the attached list as surplus and allows the services of Auction International to sell the equipment.

BE IT FURTHER RESOLVED, the revenue from the sale of this surplus equipment will be transferred to the surplus equipment reserve.

Utility Trac Equipment John Deere 4x4 Tractor

Car 2005 Mercury Police Car

Trailer 2004 Downeaster 6x8 Dump.

SUV 2008 Tahoe SPV

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

SUBJECT: Poop Posse Education Effort

Date: 05/13/19

DEPT OF ORIGIN: Trustees Little & Shapiro

Bill # 54-2019

DATE SUBMITTED: 05/10/19

EXHIBITS:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED: \$

AMOUNT  
BUDGETED: \$

APPROPRIATION  
REQUIRED: \$

\_\_\_\_\_  
SUMMARY STATEMENT:

A resolution to support the Saranac Lake Poop Posse, founded by Village Resident Cris Winters, and its efforts to raise awareness of the importance of dog owners picking up after their dogs.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE VAN COTT \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

**RESOLUTION TO SUPPORT THE EDUCATION EFFORTS OF THE SARANAC LAKE  
POOP POSSE**

WHEREAS, a group of volunteers headed by Village Resident Cris Winters has formed the Saranac Lake Poop Posse for the purpose of raising awareness among Village residents and visitors of the importance of picking up after their dogs; and,

WHEREAS, the SL Poop Posse has developed a flyer that explains why it's important for dog owners and caretakers to pick up after their dogs and the consequences (both legal and health related) of not doing so; and,

WHEREAS, the flyer has been reviewed by the Tri-Lakes Humane Society which has agreed to help disseminate the flyer;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees for the Village of Saranac Lake hereby supports this important effort and will continue to work with the SL Poop Posse to help keep the Village of Saranac Lake beautiful and free of dog waste.



**WHEREAS THE VILLAGE OF SARANAC LAKE SHALL REQUEST AN RFP FOR  
CONTROL UPGRADES TO THE HYDRO ELECTRIC PLANT**

**Whereas,** The Village of Saranac Lake has hired B&L Engineering to update the controls at the Hydro Electric Plant

**Whereas,** B&L has completed the review which has been approved by National Grid

**Whereas,** B&L has provided the Village with the estimated cost of the upgrades required for Remote Net Metering

Whereas, Upon approval B&L will establish the following for the RFP required for construction\;

- |                              |   |
|------------------------------|---|
| 1. Bid Date                  | June 13, 3:00 Pm                          |
| 2. Bid Submittal Location    | Village Office 39 Main St, SL NY          |
| 3. Plan Holder Location      | Village Office 39 Main St, SL NY          |
| 4. Pre Bid Time and Location | June 6, 1:30 Pm Village Office 39 Main St |
| 5. Length of Contract        | 180 Days                                  |

**No Therefore be it resolved,** The Village Board of Trustees authorizes the RFP for the Hydro Plant Electric Plant Control Upgrades as established by B&L Engineering.

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

SUBJECT: Travel & Training

Date: 05-13-19

DEPT OF ORIGIN: Village Manager

Bill # 56-2019

DATE SUBMITTED: 05-09-19

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED

Resolution authorizing Community Development Director to travel overnight to the Basic Economic Development Course in Albany, NY on June 24-27. The cost for registration (\$625) plus travel (~ \$465) will be approximately \$1,090.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE VAN COTT \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

**RESOLUTION AUTHORIZING THE OVERNIGHT TRAVEL  
FOR THE COMMUNITY DEVELOPMENT DIRECTOR**

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; and

WHEREAS, the Community Development Director seeks authorization to attend the Basic Economic Development Course in Albany, NY from 06/24/19 – 06/27/19 at a cost of \$625 plus travel expenses;

NOW, THEREFORE BE IT RESOLVED, the Community Development Director is hereby authorized to travel to and attend the training described above, and

BE IT FURTHER RESOLVED, the costs of the lodging and conference will be allocated from Account #001-8620-0406 Community Development Training.



**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

**Contract No.: CR-17-0005B**

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 its 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.

**Contract No.: CR-17-0005B**

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

**Contract No.: CR-17-0005B**

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.

**Contract No.: CR-17-0005B**

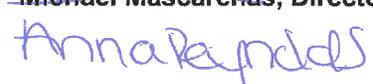
- Contractor agrees to allow Essex County, ANCA and/or NYSERDA access to the project site and further agrees to and authorizes the installation and operation of any and all equipment, materials or controls required under the grant and agrees to the final ownership and disposition of this equipment, materials 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.

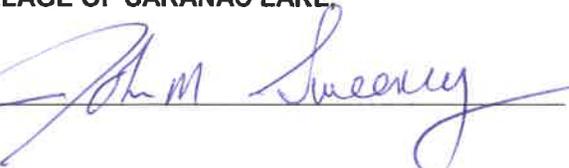
**ESSEX COUNTY**

By:   
County Manager or Chairman

**ESSEX COUNTY COMMUNITY RESOURCES,**

By:   
Michael Mascarenas, Director  


**VILLAGE OF SARANAC LAKE**

By: 



# 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](mailto: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

NEW YORK STATE ENERGY RESEARCH  
AND DEVELOPMENT AUTHORITY

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
**Cheryl M. Glanton**  
Director of Contract Management

**New York State Energy Research and Development Authority**

Albany  
17 Columbia Circle, Albany, NY 12203 6399  
(P) 1-866-NYSERDA | (F) 518-862-1091  
[nysed.ny.gov](http://nysed.ny.gov) | [Info@nysed.ny.gov](mailto:Info@nysed.ny.gov)

Buffalo  
726 Exchange Street  
Suite 821  
Buffalo, NY  
14210-1484  
(P) 716-842-1522  
(F) 716-842-0156

New York City  
1359 Broadway  
19th Floor  
New York, NY  
10018-7842  
(P) 212-971-5342  
(F) 518-862-1091

West Valley Site  
Management Program  
9030-B Route 219  
West Valley, NY  
14171-9500  
(P) 716-942-9960  
(F) 716-942-9961

**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

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**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](http://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 trees 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 NYSERDA's 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](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](http://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.* Federal 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

Milest one #	Deliverable Description	Due Date	NYSERDA Contribution Not to Exceed	Contractor Cost Share	Total Cost
1	<b>Contract Management</b>				
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





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
	<b>Total Task 10</b>		<b>\$17,075.00</b>	<b>\$4,025.00</b>	<b>\$21,100.00</b>
<b>11</b>	<b>Low Flow Faucets and Dual-Flush Fixtures Installation</b>				
11	Low Flow Faucets	Q3 2015	\$4,874.00	\$0.00	\$0.00
	<b>Total Task 11</b>		<b>\$4,874.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>12</b>	<b>Building Façade Design and Restoration</b>				
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
	<b>Total Task 12</b>		<b>\$43,033.00</b>	<b>\$362,254.00</b>	<b>\$405,287.00</b>
<b>13</b>	<b>Building Envelope Improvements</b>				
13	Building Envelope Improvements Construction Submittals and Installation Documentation	Q3 2015	\$30,018.00	\$252,695.00	\$282,713.00
	<b>Total Task 13</b>		<b>\$30,018.00</b>	<b>\$252,695.00</b>	<b>\$282,713.00</b>
	<b>Project 6: Hydroelectric Power Plant Upgrade- Village of Saranac Lake (Task 14)</b>				
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
	<b>Total Task 14</b>		<b>\$35,000.00</b>	<b>\$4,954.00</b>	<b>\$39,954.00</b>
<b>15</b>	<b>Project 7: Continuous Flow Drum Composter System (Task 15)</b>				
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: Banner Program

Date: 05-13-19

DEPT OF ORIGIN: Village Manager

Bill # 58 -2019

DATE SUBMITTED: 05-09-19

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

\_\_\_\_\_  
EXPENDITURE  
REQUIRED

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED

Resolution approving and adopting a streetlight banner program for downtown Saranac Lake.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE VAN COTT \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ADOPTION OF A DOWNTOWN  
STREETLIGHT BANNER PROGRAM**

WHEREAS, ROOST recently worked with the Saranac Lake community to develop a brand statement and design that is meant to unify the community and fit the character of Saranac Lake; and

WHEREAS, Village of Saranac Lake has installed infrastructure for vertical banners on streetlight poles along certain public streets within the Village, including Main Street and Broadway within downtown; and

WHEREAS, the Village desires to use such infrastructure for the purpose of integrating the brand into the downtown streetscape; and

WHEREAS, the banner locations are intended to be utilized by the Village to promote events or activities that have a direct and substantial community benefit and enrich the aesthetic and visual appearance of downtown; and

WHEREAS, the Village desires to adopt a Streetlight Banner Program in order to effectively administer and manger the banner specifications, content, placement and duration of use for the streetlight banners to be displayed throughout downtown.

NOW, THEREFORE BE IT RESOLVED that the Village of Saranac Lake Board of Trustees does hereby approve a Downtown Streetlight Banner Program attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Board of Trustees authorizes the Village Manager to take all necessary actions to implement the Downtown Streetlight Banner Program.



**Village of Saranac Lake**  
 Community Development Department  
 39 Main Street  
 Saranac Lake, NY 12983  
 Phone (518) 891-4150  
 Fax (518) 891-1324  
[www.saranaclakeny.gov](http://www.saranaclakeny.gov)



## Downtown Streetlight Banner Program

**Purpose:** Promote the Saranac Lake Brand

**Partner:** ROOST

**Location:** Main Street & Broadway corridors (15 light poles – see map on p. 2)

**Specifications:** See Attachment A

**Program Description:**

ROOST will provide a series of banner sets (15 per set) that will be rotated seasonally. All banners must meet the attached specifications. The banners are designed based on the recently approved Saranac Lake brand. Street banners are different from most graphic designs. They are generally viewed quickly and from a distance. Therefore, the message needs to be conveyed rapidly. The banners in downtown Saranac Lake will be used to create a sense of place and promote the themes outlined in the brand statement.

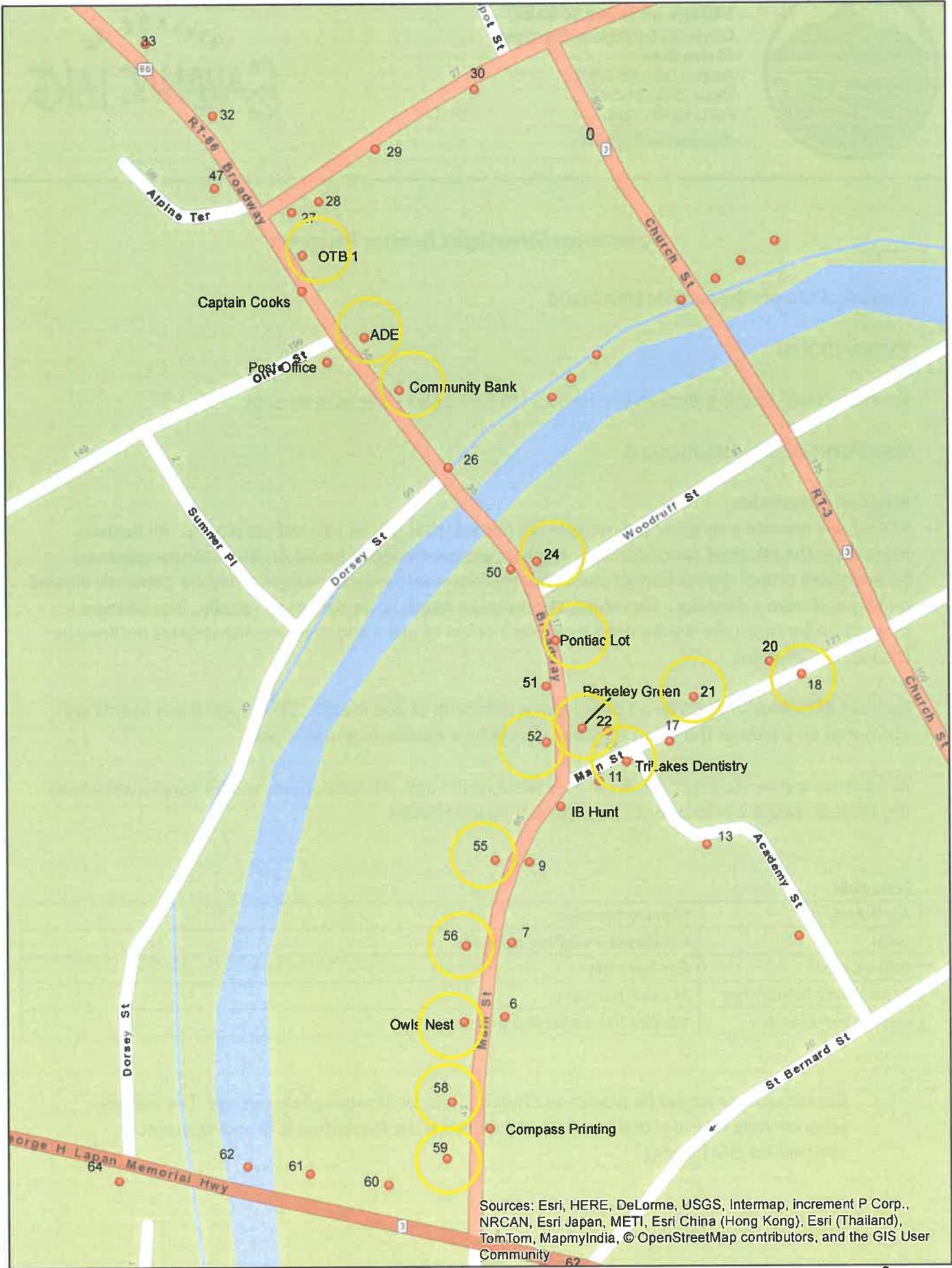
Each set of banners should be on display for a minimum of one month. Therefore, if any events are promoted on a banner the event duration should be a minimum of one month.

All banners will be stored at ROOST offices when not in use. All banner sets will be made available to the DPW at least 2 weeks prior to their scheduled installation.

**Schedule**

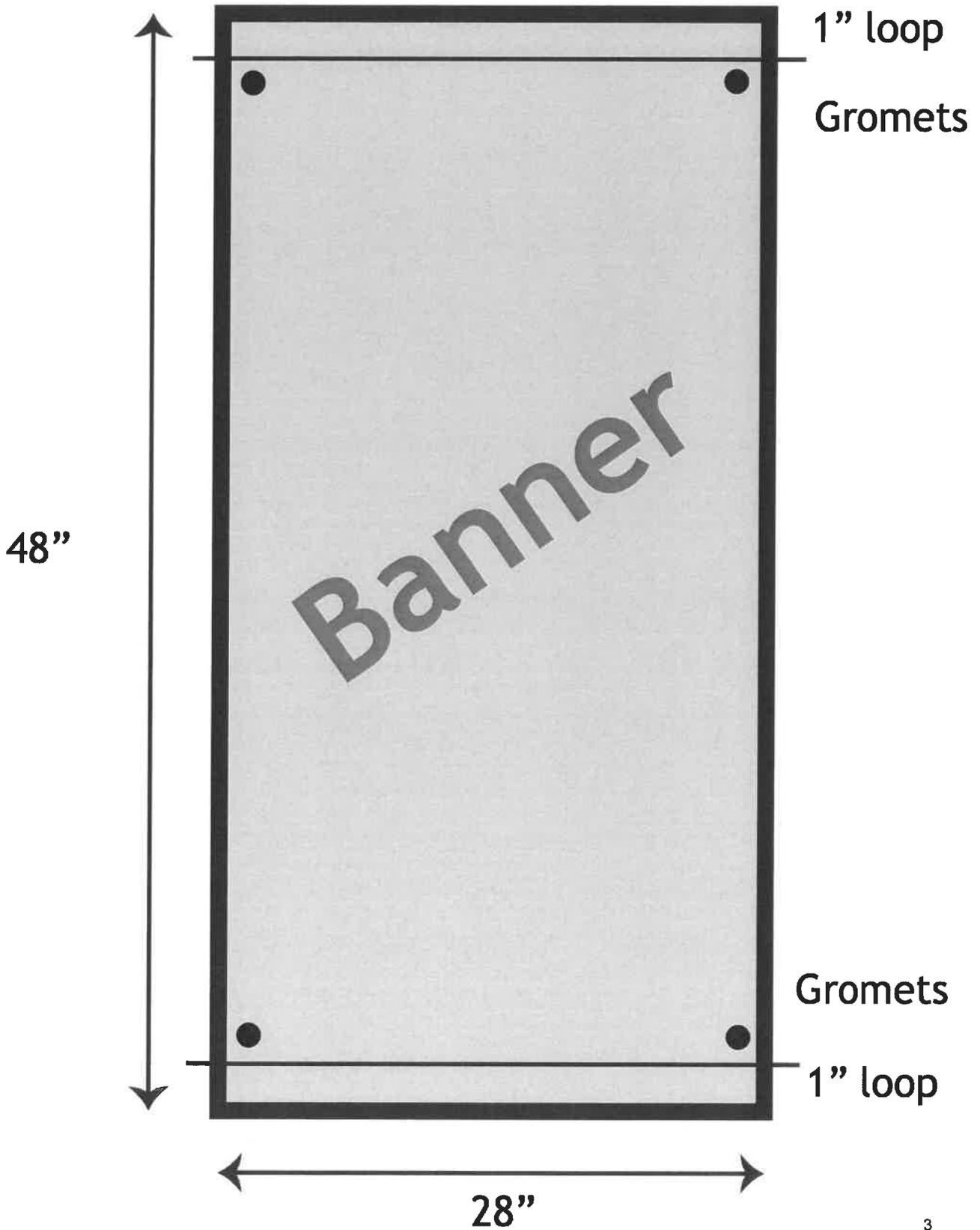
April-May	Mosaic banners
June	Celebrate Paddling banners
July-August	6er Banners
September-November	Mosaic banners
December-March	Winter theme/brand banners

- Banners will no longer be placed on Church Street or Bloomingdale Avenue. The banner program may be expanded to additional streets if the Marketing & Branding project is selected for DRI funding.



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

# Banner Construction Specifications Attachement A





Whereas, Local Law 007-2014 established a policy of prohibiting new or expanded water/sewer connections to any properties outside of the Village of Saranac Lake (“VSL”) in order to encourage residential and commercial development within VSL boundaries; and

Whereas, Local Law 002-2015 amended Local Law 007-2014 to allow for new or expanded water or sewer connections to properties outside of the VSL in duly-established town water and sewer districts recognized by VSL through prior existing inter-municipal service agreements (Town Districts) in certain circumstances; and

Whereas, Local Law 007-2014 has the potential to limit the public services provided by governmental property owners outside of VSL and Town Districts; and

Whereas, it is appropriate to amend Local Law 007-2014 to allow for new or expanded water or sewer connections to serve governmental properties outside VSL and Town Districts pursuant to municipal service agreements under certain circumstances.

Now, therefore it is ordered:

#### Applicability

This amendment to Local Law 007-2014 shall apply to the provision of water/sewer services to governmental properties outside the corporate boundaries of VSL and Town Districts pursuant to a municipal services agreement.

#### Requirements

New or expanded water connections may occur outside VSL and Town Districts to serve governmental properties pursuant to an MSA.

#### Municipal service agreements (“MSA”)

Any MSA developed pursuant to this amended local law shall provide terms including, but not limited to the following:

1. VSL shall charge the governmental property owner the village rate for water and sewer services;
2. The governmental property owner shall pay VSL, on an annual basis, a general municipal fee that is equal to twice the amount paid to VSL during that period for water and sewer services;
3. The governmental property owner shall own and be responsible for the installation and maintenance of all infrastructure necessary to connect with Village water/sewer infrastructure;
4. The MSA shall run with the land and may be terminated by the property owner upon cessation of the use of VSL water and/or sewer services or by VSL based on a determination that it no longer has the capacity to serve the property or that such service is no longer in VSL’s interest; and
5. The MSA shall automatically expire after any annexation of the property into VSL

#### Severability:

If any part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its

operation to the part thereof directly involved in the controversy in which such judgment shall have been rendered.

Effective Date:

This local law shall take effect immediately upon its filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.



## Village of Saranac Lake

Community Development Department  
39 Main Street  
Saranac Lake, NY 12983  
Phone (518) 891-4150  
Fax (518) 891-1324  
[www.saranaclakeny.gov](http://www.saranaclakeny.gov)

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The Village of Saranac Lake is requesting information that will be extremely important in the event of a flooding emergency. Please complete the below form and return in the enclosed envelope. Please direct any questions regarding this form to:

Paul Blaine, Development Code Administrator  
ceo2@saranaclakeny.gov  
(518) 891-4150 ext 236

### Informational Questionnaire Saranac Lake Floodplain

Owner Name: \_\_\_\_\_ Property Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

The property is managed/maintained by someone other than the owner

Contact Name \_\_\_\_\_ Phone: \_\_\_\_\_

The property is  Residential  Commercial  Residential & Commercial

Residential Use Number of apartments/families \_\_\_\_\_

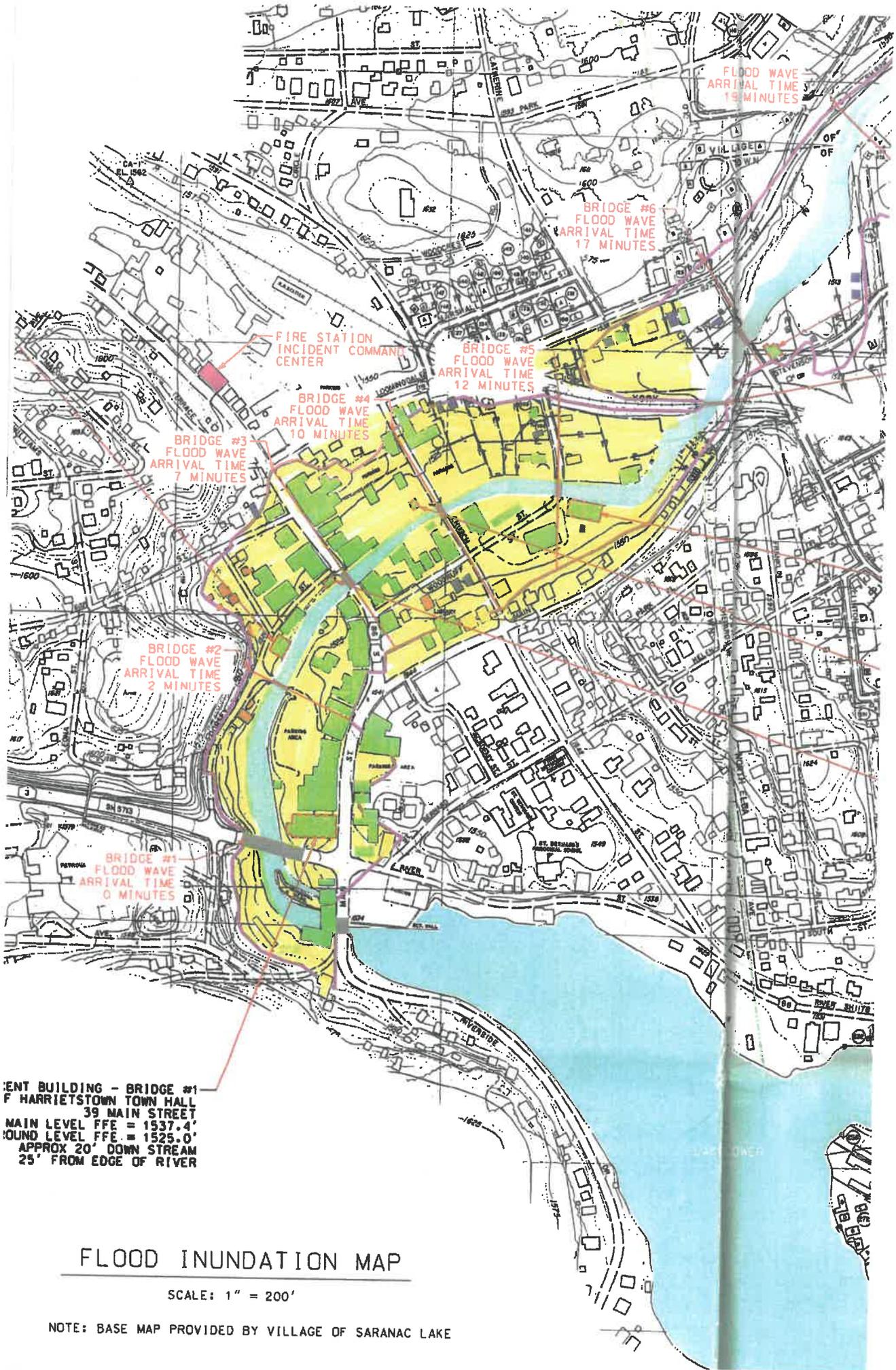
Commercial Use Describe type of business \_\_\_\_\_

Does any occupant of a household have any special needs or medical considerations? Yes  No

Where is the electrical panel located?  Basement  1st Floor  2nd Floor  Other

Is your heating source:  Propane  Kerosene  Fuel Oil  Other

Where is the location of your fuel storage?  Basement  Garage  Outside  Other



ENT BUILDING - BRIDGE #1  
 F HARRIETSTOWN TOWN HALL  
 39 MAIN STREET  
 MAIN LEVEL FFE = 1537.4'  
 GROUND LEVEL FFE = 1525.0'  
 APPROX 20' DOWN STREAM  
 25' FROM EDGE OF RIVER

# FLOOD INUNDATION MAP

SCALE: 1" = 200'

NOTE: BASE MAP PROVIDED BY VILLAGE OF SARANAC LAKE

## How to Pack an Emergency Go Bag for Home Evacuations



If a natural disaster is looming, every household should have an emergency go bag or bug out bag ready for each family member should the authorities or common sense call for the need to evacuate. Taking even a few minutes to look for medications or documents can cost a life. Even if you hope to "ride out" the danger with a store of supplies, packing an easy-to-carry bag with essentials will prove helpful in the aftermath.

### **Choosing a Go Bag**

An emergency go bag should be lightweight enough for the adult or child to easily carry it, but large enough to hold essential items needed for up to three days. A backpack is a good choice because it leaves your hands free to hold onto other items. Place the bag near an exit with your purse or wallet, phone, and car and home keys.

### **Start With the Essentials When Packing**

A go bag doesn't need to have all of the things you would normally keep in a home preparedness kit like gallons of bottled water, canned foods, candles, and blankets. Hopefully, the evacuation shelter will be able to supply those items. The go bag should have essentials that may not be readily available for you.

### **Medications**

Pack at least three days of each type of medication you must take in the original prescription bottles. This will save countless hours if you need to refill them later. If you use supplemental oxygen, invest in a portable tank to have on hand.

### **Personal Items**

Pack an extra pair of glasses or plenty of contact lens. Ideally, include a small first aid kit, sanitary hand wipes, a multi-functional tool with a can opener and small knife, and a comfort item for each child.

### **Electronics**

While you may not land in a spot with electricity, be sure to pack at least one phone charger and any extra battery packs. An LED flashlight or headlamp will be welcomed and purchase a radio that can be charged by hand-cranking. A metal whistle may also prove invaluable in finding you if your cell phone dies.

## **Clothing**

Aim for clothing that is lightweight and can be worn in layers. For babies, pack extra diapers and warm clothes. Select shoes that are waterproof, if possible.

## **Food and Water**

You won't be able to carry a lot of supplies but be sure every bag has a bottle or two of water. Water filtration straws in each bag will ensure potable water. Add some staples like granola bars or dried fruit. For babies, include premixed formula, baby food, and extra bottles.

## **Paperwork**

Whether you choose to bring along the original documents or photocopies of important papers, place them in a sealed, waterproof bag within the go bag. Have these documents available for every member of the household:

- Birth certificate
- Passport
- Social security card
- List of emergency contact information
- Current family photograph with contact information in case members get separated
- Health insurance or medicare cards
- Medical and immunization records
- Driver's license
- Marriage, adoption, citizenship certificates
- Home deed
- Insurance policies on home and auto
- Credit card and banking information
- Power of attorney and will
- Pet records

## **Valuables**

Long before the need arises, go around your home and take digital photos of valuable items like art and antiques and create an electronic record that can be stored in the cloud or on a flash drive in a waterproof container in your go bag. Also, keep some cash in small bills and change in your go bag.

## **Pets**

Pet go bags should have a leash, dry food, water, and a [lightweight carrier](#).

## **The Best Way to Maintain a Go Bag**

To be truly prepared, you should have an emergency go bag ready year-round. Check it every six months to rotate food and water supplies, refresh medications, update documents, and, especially for children, make sure clothing still fits.

447.77-3-18		Sara Blue 55 LLC	194 McManus Rd	Bloomingtondale	NY	12913	55 Main St., Saranac Lake, NY 12983
447.77-3-19		ADK Real Property LLC	Po Box 34	Saranac Lake	NY	12983	51 Main St., Saranac Lake, NY 12983
447.77-3-2		New Qing Zheng LLC	7 Bloomingtondale Ave.	Saranac Lake	NY	12983	13 Broadway, Saranac Lake, NY 12983
447.77-3-20		Tousley Property LLC	9 Slater Ave	Saranac Lake	NY	12983	47 Main St., Saranac Lake, NY 12983
447.77-3-21		Rice G Carver Inc	43 Main St	Saranac Lake	NY	12983	43 Main St., Saranac Lake, NY 12983
447.77-3-22		Town of Harrietstown	39 Main St	Saranac Lake	NY	12983	39 State Rt. 3, Saranac Lake, NY 12983
447.77-3-25	Bruce	Darring	3 Broadway	Saranac Lake	NY	12983	3 Broadway, Saranac Lake, NY 12983
447.77-3-26		Village of Saranac Lake	39 Main St	Saranac Lake	NY	12983	48-56 Main St., Saranac Lake, NY 12983
447.77-3-27		Lands End Realty Corporation	40 Juneau Blvd	Woodbury	NY	12797	West of Main St., Saranac Lake, NY 12983
447.77-3-3	Peter	Lardieri	154 W 27th Apt 6W	New York	NY	10003	11 Broadway, Saranac Lake, NY 12983
447.77-3-4	Daniel	Sporn	9 Broadway	Saranac Lake	NY	12983	9 Broadway, Saranac Lake, NY 12983
447.77-3-5.100		ADK Real Property LLC	PO BOX 34	Saranac Lake	NY	12983	7 Broadway, Saranac Lake, NY 12983
447.77-3-5.200		Village of Saranac Lake	39 Main St	Saranac Lake	NY	12983	(rear)6-8 Broadway, Saranac Lake, NY 12983
447.77-3-6		Vincenzo Magro's Little Italy	23 Main St	Saranac Lake	NY	12983	5 Broadway, Saranac Lake, NY 12983
447.77-3-7		Blue Line Sports LLC	PO BOX 976	Saranac Lake	NY	12983	1 Broadway, Saranac Lake, NY 12983
447.77-3-8	Peter	Lardieri	154 W 27th Apt 6W	New York	NY	10003	85 Main St., Saranac Lake, NY 12983
447.77-3-9		Blue Line Sports LLC	PO BOX 976	Saranac Lake	NY	12983	81 Main St., Saranac Lake, NY 12983
447.77-4-1	Edward	Dukett	16 Broadway	Saranac Lake	NY	12983	14-16 Broadway, Saranac Lake, NY 12983
447.77-4-2		Village of Saranac Lake	39 Main St	Saranac Lake	NY	12983	11-13 Broadway, Saranac Lake, NY 12983
447.77-4-3		Village of Saranac Lake	39 Main St	Saranac Lake	NY	12983	109 Main St., Saranac Lake, NY 12983
447.77-4-4	Michael	Ryan	115 Main Street	Saranac Lake	NY	12983	115 Main St., Saranac Lake, NY 12983
447.77-4-5	Diane	Bailey	49 County Route 18	Lake Clear	NY	12945	121 Main St., Saranac Lake, NY 12983
447.77-4-6		Village Improvement Society Parks	PO BOX 702	Saranac Lake	NY	12983	98 Main St., Saranac Lake, NY 12983
447.77-4-7		Monarque Holdings LLC	21 William St	Saranac Lake	NY	12983	97 Main St., Saranac Lake, NY 12983
447.77-4-8.100		Village of Saranac Lake	39 Main St	Saranac Lake	NY	12983	_Main St., Saranac Lake, NY 12983
447.77-8-16		Falling Leaf Properties Inc	9 River St	Saranac Lake	NY	12983	9 River St., Saranac Lake, NY 12983
447.77-8-17		7-Eleven Countryside ALF LLC	762 Brooks Ave	Rochester	NY	14619	38 Main St., Saranac Lake, NY 12983
447.77-8-18		SL Main Street Holdings LLC	19 Church St	Saranac Lake	NY	12983	42 Main St., Saranac Lake, NY 12983
447.77-8-19		48 Main Street ADK LLC	110 Petrova Ave	Saranac Lake	NY	12983	48 Main St., Saranac Lake, NY 12983
447.77-8-20		Main Street Saranac Development LLC	PO BOX 883	West Chester	PA	19381-0883	52 Main St., Saranac Lake, NY 12983
447.77-8-21		MBF2 Inc.	23 Main St	Saranac Lake	NY	12983	62 Main St., Saranac Lake, NY 12983
447.77-8-22	Kenneth	Lawless	74 Main St	Saranac Lake	NY	12983	74 Main St., Saranac Lake, NY 12983
447.77-9-1		Willgro Inc	23 Main St	Saranac Lake	NY	12983	19-23 Main St., Saranac Lake, NY 12983
458.21-2-1		Village of Saranac Lake	39 Main St	Saranac Lake	NY	12983	1-3 Main St., Saranac Lake, NY 12983
458.21-2-2		Village of Saranac Lake	39 Main St	Saranac Lake	NY	12983	17 Main St., Saranac Lake, NY 12983
458.21-2-3	Francis	Pelkey	16 Pelkey Ln	Saranac Lake	NY	12983	16 Pelkey Ln., Saranac Lake, NY 12983
458.21-4-1.200		4W Kiwassa LLC	567 Lakeshore	Beaconsfield QC		H9W4K3	4 Kiwassa Rd., Saranac Lake, NY 12983

447.69-7-6		P.J. Hyde & Son Inc.	PO BOX 349	Saranac Lake	NY	12983	30 Bloomingdale Ave., Saranac Lake, NY 12983
447.69-7-8		MM Family Partnership IV LP	PO BOX 3165	Harrisburg	PA	17105-3165	173 Church St., Saranac Lake, NY 12983
447.69-7-9	Thomas	Dupree	155 Church St	Saranac Lake	NY	12983	155 Church St., Saranac Lake, NY 12983
447.69-8-2		Chicota Inc.	16 Grandview Ln	Saranac Lake	NY	12983	27 Broadway, Saranac Lake, NY 12983
447.69-8-3	Peter	Wilson	5839 State Route 30	Lake Clear	NY	12945	19 Broadway, Saranac Lake, NY 12983
447.69-9-1	David	Cilley	73 Dorsey St	Saranac Lake	NY	12983	73 Dorsey St., Saranac Lake, NY 12983
447.69-9-2		SL Possibilities LLC	33 Broadway	Saranac Lake	NY	12983	33 Broadway, Saranac Lake, NY 12983
447.70-1-1	Shawn	Boyer	98 Bloomingdale Ave	Saranac Lake	NY	12983	98 Bloomingdale Ave., Saranac Lake, NY 12983
447.70-1-2.100	Gerard	Cavallo	102 Bloomingdale Ave	Saranac Lake	NY	12983	102 Bloomingdale Ave., Saranac Lake, NY 12983
447.70-1-2.200	Dezmal	Cecunjanin	131 Bloomingdale Ave	Saranac Lake	NY	12983	112 Bloomingdale Ave., Saranac Lake, NY 12983
447.70-2-1	William	Rich	82 Woodruff St	Saranac Lake	NY	12983	82 Woodruff St., Saranac Lake, NY 12983
447.70-2-11	Michael	Kinville	88 Woodruff St	Saranac Lake	NY	12983	
447.70-2-2	Desiree	St. Amand	199 Main St	Saranac Lake	NY	12983	199 Main St., Saranac Lake, NY 12983
447.70-2-3	Philip	Newton	1430 St Rte 86	Saranac Lake	NY	12983	197 Main St., Saranac Lake, NY 12983
447.70-2-4	Imelda	Zeh (Snow)	191 Main St	Saranac Lake	NY	12983	191 Main St., Saranac Lake, NY 12983
447.70-2-5	Richard	Whipps	183 Main St	Saranac Lake	NY	12983	183 Main St., Saranac Lake, NY 12983
447.70-2-7	Brian	Stevens	1250 Strackville Rd	Saranac	NY	12981	161 Main St., Saranac Lake, NY 12983
447.77-1-1.100	Peter	Rogers	20 Sumner Ln	Saranac Lake	NY	12983	24 Summer Pl., Saranac Lake, NY 12983
447.77-12-1.100	Williard	Race	PO BOX 220	Blommingdale	NY	12913	42 Dorsey St., Saranac Lake, NY 12983
447.77-12-2	Anita	Moore	38 Dorsey St	Saranac Lake	NY	12983	38 Dorsey St., Saranac Lake, NY 12983
447.77-12-3	Raif	Hoffman	36 Dorsey St	Saranac Lake	NY	12983	36 Dorsey St., Saranac Lake, NY 12983
447.77-12-4	Williard	Race	PO BOX 220	Blommingdale	NY	12913	30 Dorsey St., Saranac Lake, NY 12983
447.77-12-5	Charles	Nicastro	185 Park Ave	Saranac Lake	NY	12983	24 Dorsey St., Saranac Lake, NY 12983
447.77-12-6		Village Improvement Society Park		Saranac Lake	NY	12983	48 Dorsey St., Saranac Lake, NY 12983
447.77-12-7	Willard Jason	Race	PO BOX 220	Bloomingdale	NY	12913	18 Dorsey St., Saranac Lake, NY 12983
447.77-2-1		68 Dorsey LLC	1427 Sturl Ave	Hewlett	NY	11557	68 Dorsey St., Saranac Lake, NY 12983
447.77-2-2	Timothy	Baker	79 Travers Rd	Malone	NY	12953	66 Dorsey St., Saranac Lake, NY 12983
447.77-2-3	Susan	Moody	304 Trudeau Rd	Saranac Lake	NY	12983	60 Dorsey St., Saranac Lake, NY 12983
447.77-3-1		Main Street Saranac Development LLC	121 Gay St	Westchester	PA	19380	15 Broadway, Saranac Lake, NY 12983
447.77-3-10		Wrms Bros Holdings LLC	79 Main St	Saranac Lake	NY	12983	79 Main St., Saranac Lake, NY 12983
447.77-3-11		Zukin North LLC	1700 Sansc Ste 400	Philadelphia	PA	19103	77 Main St., Saranac Lake, NY 12983
447.77-3-12.100		First Niagara Bank	PO BOX 428	Buffalo	NY	14231	75 Main St., Saranac Lake, NY 12983
447.77-3-12.200		Village of Saranac Lake	39 Main St	Saranac Lake	NY	12983	_Main St., Saranac Lake, NY 12983
447.77-3-13	Jeremiah	St. Louis	86 McManus Road	Bloomingdale	NY	12913	69 Main St., Saranac Lake, NY 12983
447.77-3-14		Adirondack Bank	185 Genesee St	Utica	NY	13501	67 Main St., Saranac Lake, NY 12983
447.77-3-15		Main Street Saranac	PO BOX 883	West Chester	PA	19381-0883	63 Main St., Saranac Lake, NY 12983
447.77-3-16	James	Bevilacqua	61 Main St	Saranac Lake	NY	12983	59 Main St., Saranac Lake, NY 12983
447.77-3-17	Acquisitions	Adirondack	PO BOX 1300	Saranac Lake	NY	12983	57 Main St., Saranac Lake, NY 12983

447.69-4-2	Stacey	Allot	48 Bloomir P.O. Box 1277	Saranac Lake	NY	12983	48 Bloomingdale Ave., Saranac Lake, NY 12983
447.69-4-3	Gregory	Zeh	PO BOX 285	Saranac Lake	NY	12983	52 Bloomingdale Ave., Saranac Lake, NY 12983
447.69-4-4		Main Street Saranac Development LLC	121 Gay St	Westchester	PA	19380	64 Bloomingdale Ave., Saranac Lake, NY 12983
447.69-4-6.100	Kristie	Smith	14 Payeville Ln.	Saranac Lake	NY	12983	66 Bloomingdale Ave., Saranac Lake, NY 12983
447.69-4-7	Brian	Corrow	223 Neil St	Saranac Lake	NY	12983	82 Bloomingdale Ave., Saranac Lake, NY 12983
447.69-4-8		Trestle Street LLC	P.O. Box 824	Saranac Lake	NY	12983	91 Woodruff St., Saranac Lake, NY 12983
447.69-4-9	James	Luce	85 Woodruff St	Saranac Lake	NY	12983	85 Woodruff St., Saranac Lake, NY 12983
447.69-5-1	Charles	Newman	61 Petrova Ave	Saranac Lake	NY	12983	56 Woodruff St., Saranac Lake, NY 12983
447.69-5-2	Marjorie	Powers	32817 State Route 26	Philadelphia	NY	13673	64 Woodruff St., Saranac Lake, NY 12983
447.69-5-3		Oceans 4 LLC	22 Queens Ln	Queensbury	NY	12804	151 Main St., Saranac Lake, NY 12983
447.69-5-4	Thomas	Delahant	139 Main St	Saranac Lake	NY	12983	139 Main St., Saranac Lake, NY 12983
447.69-5-5	Troy	Koubek	360 West Chesapeake Way	Henderson	NV	89015	133 Main St., Saranac Lake, NY 12983
447.69-5-6		110 Main Street LLC	129 Main St	Saranac Lake	NY	12983	129 Main St., Saranac Lake, NY 12983
447.69-5-7	Skender	Cecunjanin	118 Church St	Saranac Lake	NY	12983	118 Church St., Saranac Lake, NY 12983
447.69-6-1	Edward	Dukett	16 Broadway	Saranac Lake	NY	12983	10 Woodruff St., Saranac Lake, NY 12983
447.69-6-2		Domenico Properties LLC	P.O. Box 127	Saranac Lake	NY	12983	18-22 Woodruff St., Saranac Lake, NY 12983
447.69-6-3	Mark	Zagrobelny	1527 St. Rt. 86	Saranac Lake	NY	12983	28 Woodruff St., Saranac Lake, NY 12983
447.69-6-4		NYSARC Inc Franklin	12 Mohawk St	Tupper Lake	NY	12986	30 Woodruff St., Saranac Lake, NY 12983
447.69-7-10		Amerigas Propane	PO BOX 798	Valley Forge	PA	19406	159 Church St., Saranac Lake, NY 12983
447.69-7-11		First Niagara Bank	PO BOX 428	Buffalo	NY	14231	151 Church St., Saranac Lake, NY 12983
447.69-7-12	Cahal	Carmody	224 Melrose Ave	Toronto Ontario		M5M121	29 Woodruff St., Saranac Lake, NY 12983
447.69-7-14		ADK Rentals LLC	27 Woodruff St	Saranac Lake	NY	12983	27 Woodruff St., Saranac Lake, NY 12983
447.69-7-15	Cris	Winters	25 Woodruff St	Saranac Lake	NY	12983	25 Woodruff St., Saranac Lake, NY 12983
447.69-7-16	Bank	Adirondack	185 Genesee St	Utica	NY	13501	Woodruff St., Saranac Lake, NY 12983
447.69-7-17	Roger	Steinbrueck	17 Woodruff St	Saranac Lake	NY	12983	17 Woodruff St., Saranac Lake, NY 12983
447.69-7-18.100	Richard	Freeburg	P.O. Box 16 Hobart Rd	Gabriels	NY	12939	11 Woodruff St., Saranac Lake, NY 12983
447.69-7-19	Wayne	Feinberg	P.O. Box 1325	Saranac Lake	NY	12983	20-22 Broadway, Saranac Lake, NY 12983
447.69-7-2	Charles	Nicastro	PO BOX 508	Saranac Lake	NY	12983	12 Bloomingdale Ave., Saranac Lake, NY 12983
447.69-7-20		Penny Whistler Devmt LLC	79 Church St	Saranac Lake	NY	12983	28 Broadway, Saranac Lake, NY 12983
447.69-7-21		Village of Saranac Lake	39 Main St	Saranac Lake	NY	12983	Church St., Saranac Lake, NY 12983
447.69-7-22	Jack	Weissberg Trust	36 Broadway	Saranac Lake	NY	12983	36 Broadway, Saranac Lake, NY 12983
447.69-7-23	Jin	Liu	62 Margaret St	Plattsburgh	NY	12901	38 Broadway, Saranac Lake, NY 12983
447.69-7-24		NY 3 Branch H CRE JV Mixed Fifteen	5790 Widewaters Pkwy	DeWitt	NY	13214	46 Broadway, Saranac Lake, NY 12983
447.69-7-25		NY 3 Branch H CRE JV Mixed Fifteen	5790 Widewaters Pkwy	DeWitt	NY	13214	46 Broadway, Saranac Lake, NY 12983
447.69-7-28		Adirondack Publishing Co. Inc.	PO BOX 318	Saranac Lake	NY	12983	54 Broadway, Saranac Lake, NY 12983
447.69-7-29	Earl	Hitchcock	6 Mowry Ave	Greenwich	NY	12834	60-62 Broadway, Saranac Lake, NY 12983
447.69-7-3		Sturdy Oil Corporation	P.O. Box 130, 9 Bloomingdale	Saranac Lake	NY	12983	Bloomingdale Ave., Saranac Lake, NY 12983
447.69-7-30		Adirondack Bank	185 Genesee St	Utica	NY	13501	139 Church St., Saranac Lake, NY 12983

Tax Map Parcel	First Name	Last Name	Street	Town	State	Zip Code	Physical address
32.166-1-2.100	Robert	Decker	PO BOX 1275	Saranac Lake	NY	12983	23 Old Military Rd., Saranac Lake, NY 12983
32.166-1-2.200	Robert	Graham	350 Mill Pond Dr	Lake Placid	NY	12946	__Cantwell Way, Saranac Lake, NY 12983
32.166-1-2.310	Oliver	Johnson	2309 7th Ave	Pueblo	CO	81003	Old Military Rd., Saranac Lake, NY 12983
32.166-1-2.320		Innovation Now LLC	645 NYS Rt. 3	Saranac Lake	NY	12983	26 Cantwell Way, Saranac Lake, NY 12983
32.166-2-1.000		Hold-North Properties LLC	PO BOX 1317	Lake Placid	NY	12946	132 Bloomingdale Ave., Saranac Lake, NY 12983
32.166-2-2.000		Cedar Circle LLC	PO Box 222	Saranac Lake	NY	12983	1347 Pine St., Saranac Lake, NY 12983
447.62-1-5		Hold- North Properties LLC	PO BOX 1317	Lake Placid	NY	12946	132 Bloomingdale Ave., Saranac Lake, NY 12983
447.62-1-6	Steven	Racette	128 Bloomingdale Ave	Saranac Lake	NY	12983	128 Bloomingdale Ave., Saranac Lake, NY 12983
447.62-1-7	Charles	Nicastro	185 Park Ave	Saranac Lake	NY	12983	122 Bloomingdale Ave., Saranac Lake, NY 12983
447.62-1-8	John	Laduke	129 Bloomingdale Ave	Saranac Lake	NY	12983	129 Bloomingdale Ave., Saranac Lake, NY 12983
447.69-10-1	Alan Curtis	Wamsganz	160 Olive St	Saranac Lake	NY	12983	160 Olive St., Saranac Lake, NY 12983
447.69-10-2		U S Government		Washington	DC	20000	51 Broadway, Saranac Lake, NY 12983
447.69-10-3		Point Judith Properties	43 Broadway	Saranac Lake	NY	12983	43 Broadway, Saranac Lake, NY 12983
447.69-10-4.100		Main Street Saranac Dev LLC	PO BOX 883	West Chester	PA	19381-0883	39-41 Broadway, Saranac Lake, NY 12983
447.69-10-4.200		Main Street Saranac Dev LLC	PO BOX 883	West Chester	PA	19381-0883	37 Broadway, Saranac Lake, NY 12983
447.69-10-5	David	Cilley	73 Dorsey St	Saranac Lake	NY	12983	73 Dorsey St., Saranac Lake, NY 12983
447.69-10-6	Barbara	Darring	15 Sumner Lane #4	Saranac Lake	NY	12983	15 Summer Pl., Saranac Lake, NY 12983
447.69-10-7		B. Darring Enterprises Inc.	15 Sumner Place Lane #4	Saranac Lake	NY	12983	9 Summer Pl., Saranac Lake, NY 12983
447.69-11-2	Roger	Steinbrueck	115 Blackberry Way	Saranac Lake	NY	12983	_ Summer Pl., Saranac Lake, NY 12983
447.69-1-12.100		Northern Adirondack Housing	337 West Main Street	Malone	NY	12953	88 Broadway, Saranac Lake, NY 12983
447.69-11-3	Marilyn	Bibeau	10 Sumner Pl	Saranac Lake	NY	12983-1643	10 Summer Pl., Saranac Lake, NY 12983
447.69-11-4	Donald	Wilson	14 Sumner Pl	Saranac Lake	NY	12983	14 Summer Pl., Saranac Lake, NY 12983
447.69-11-5	Crystal	Tatro	18 Sumner Pl	Saranac Lake	NY	12983	18 Summer Pl., Saranac Lake, NY 12983
447.69-12-5		Whiteface Mt Lodge F & A	173 Olive St	Saranac Lake	NY	12983	173 Olive St., Saranac Lake, NY 12983
447.69-12-7	Doreen	Gorgas	169 Olive St	Saranac Lake	NY	12983	169 Olive St., Saranac Lake, NY 12983
447.69-12-8	Charles	Nicastro	PO BOX 508	Saranac Lake	NY	12983	163 Olive St., Saranac Lake, NY 12983
447.69-3-1	Geoffrey	Harrington	PO BOX 504	Saranac Lake	NY	12983	92 Bloomingdale Ave., Saranac Lake 12983
447.69-3-2	Jean	Sawyer	104 Woodruff St	Saranac Lake	NY	12983-9801	104 Woodruff St., Saranac Lake, NY 12983
447.69-3-3	Cheley	Witte	174 Stevens Rd	Lake Placid	NY	12946	102 Woodruff St., Saranac Lake, NY 12983
447.69-3-4	Michael	Kinville	88 Woodruff St	Saranac Lake	NY	12983	88 Woodruff St., Saranac Lake, NY 12983
447.69-4-1		Saranac Lake Center LLC	550 Latona Office Park	Rochester	NY	14626	_Church St., Saranac Lake, NY 12983
447.69-4-11.100	Michael	Kinville	278 Indian Rock Trail	Saranac Lake	NY	12983	79 Woodruff St., Saranac Lake, NY 12983
447.69-4-14.100		Saranac Lake Eye Care LLC	450 Margaret St	Plattsburgh	NY	12901	47-53 Woodruff St., Saranac Lake, NY 12983
447.69-4-14.200		River Rifle LLC	271 Forest Hill Ave	Saranac Lake	NY	12983	138 Church St., Saranac Lake, NY 12983
447.69-4-14.300		Saranac Riverwalk LLC	271 Forest Hill Rd	Saranac Lake	NY	12983	39 Woodruff St., Saranac Lake, NY 12983
447.69-4-15		Tops Portfolio LLC	550 Latona Ste 501	Rochester	NY	14626	156 Church St., Saranac Lake, NY 12983