

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
REGULAR MEETING AGENDA 5:30PM
Monday May 28, 2019
Roberts Rules of Order will be in Effect for this Meeting**

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. SPECIAL GUEST Mary Keating

D. PUBLIC HEARING MSALAW

E. AUDITING

- a. Pay Vouchers
- b. Approve Minutes 5-13-2019

F. PUBLIC COMMENT PERIOD

G. CORRESPONDENCE- Village Police; Press Release, Two Letters from AES Northeast Regarding Wastewater Treatment Plant Digester & Aeration Tanks, Update & Request to Close

H. ITEMS FOR BOARD ACTION

BILL	60	2019	Adopt the Law
BILL	61	2019	Appoint Michael Lynch as a Marriage Official
BILL	62	2019	Travel & Training WWTP Employees
BILL	63	2019	Teamsters Local 687 Agreement
BILL	64	2019	Hire Police Officer Subject Full approval from Civil Service
BILL	65, 66 67, 68 73	2019	Historic Saranac Lake, Adirondack Loon Center, Pendragon, Barkeater Trails Alliance, Play ADK Approve Letters of Support for Community Smart Growth Grant Application
BILL	69	2019	CDBG Project Agreement - Saranac Lake Resort Project
BILL	70	2019	Authorize AES to furnish Professional Services to for Grant Application for a CDBG Grant for Infrastructure Project Payeville Lane Project
BILL	71	2019	Call for A Public Hearing June 10 5:30pm – Community Block grant
BILL	72	2019	DAB Member Greg Moore Resignation and Appoint Stacey Judge
BILL	74	2019	AES Contract Amendment #4
BILL	75	2019	AES Contract Amendment #5
BILL	76	2019	Accept Resignation from Jeff Dora & Commend Him for Years of Service

I. OLD BUSINESS

J. NEW BUSINESS

K. ITEMS FOR DISCUSSION

L. 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
May 13, 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, Community Development Director Jamie Konkoski and Village Clerk, Kareen Tyler.

Everyone stood for the pledge of allegiance.

AUDITING:

Chair Rabideau called for a motion to approve payment for the 2019 budget \$178,742.21 voucher number 11041268 to 11041407 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 April 25, 2019 and May 2, 2019.

Motion: Shapiro Second: Little

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

PUBLIC COMMENT PERIOD: Lindy Ellis, Franklin County Legislator spoke to the board offering informational meetings from other Franklin County Departments.

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

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

Motion: Van Cott Second: Murphy

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

ITEMS FOR BOARD ACTION:

Bill 49-2019 Hire Troy and Banks to Conduct GIS Audit of Village Streetlights

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 50-2019 Amend Arts and Culture Advisory Board By-laws

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 yes

Bill 51-2019 Appointed Members to Arts and Culture Advisory Board

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 abstain

Bill 52-2019 Appoint Rich Shapiro as Ex-officio to Parks and Trails Advisory Board

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

Chair Mayor Rabideau called for a motion.

Unanimous first and second

All in favor

Bill 53-2019 Declare Equipment Surplus and Allow For Sale

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 54-2019 Poop Posse Education Effort

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

Chair Mayor Rabideau called for a motion.

Motion: Shapiro Second: Little

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

Bill 55-2019 Authorize RFP for Hydro Control Updates-Remote Net Metering

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Shapiro

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

Bill 56-2019 Authorize Travel and Training Community Development Director

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 57-2019 Authorize Agreement with Essex County to Oversee and Administer the Greener Communities Multi County Implementation Plan and Grant

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 58-2019 Adopt Banner Program

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 yes

Bill 59-2019 Call for a Public Hearing for Municipal Service Agreement

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

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Shapiro

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

NEW BUSINESS Floodplain Questionnaire

MOTION TO ADJOURN

Motion: Little Second: Murphy

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

Respectfully submitted,
Kareen Tyler, Village Clerk

SARANAC LAKE POLICE DEPARTMENT NEWS MEDIA INFORMATION REPORT

TO: AREA NEWS

REPORTED BY: Chief Charles A. Potthast Jr

SUBJECT OF RELEASE: PARKING ENFORCEMENT

FOR MORE INFORMATION CONTACT: Chief Charles Potthast Jr.

DATE: 12/22/19

NARRATIVE:

The Saranac Lake Village Police has employed a seasonal Parking Enforcement Officer, as it does every summer.

The Officer will enforce parking regulations throughout the village, concentrating in the business district and village parking lots.

Warnings have already been issued in lieu of parking tickets as of Friday, May 17, 2019. However, starting today, parking tickets will now be issued for all violations.

Please observe all time limits and signs relating to parking on all village streets and village parking lots.



Architecture, Engineering, and Land Surveying Northeast, PLLC

May 22, 2019

NYS Department of Environmental Conservation
Division of Water
Kelly Duval, P.E.
232 Golf Course Road
Warrensburg, NY 12885

**RE: Village of Saranac Lake
Order on Consent – Update & Request to Close
AES Project No. 4184**

Ms. Duval,

Please let this letter serve as an update and formal request to close the NYSDEC Order on Consent # R5-20100607-983, dated September 27, 2010. Order attached for reference.

Most of the items have been completed and have been complete for some time. Items 1 and 2 are complete. Item 3 consists of a table of open and proposed projects that have been on the Town's to-do list based off previous violations, problems, etc. The Order asks the Village to complete the work as funds allow (paraphrasing). The Village has nearly completed all the items on the list.

The North Broadway sewer main was substantially complete in 2012.
The line from W4 to W5 was replaced as part of the (lower) Broadway sewer project was substantially complete 2014.
The LaPan Highway sewer main was substantially complete in 2015.
The second barrel of the Woodruff St Siphon was installed in 2018.

There are a few open items;

The Woodruff Street siphon original barrel inspection and slip lining is open and will be included in the current funding package the Village has with EFC if the inspection shows the barrel only needs slip lining and funds remain for the work. If the barrel requires replacement, the work will not be able to be complete at this time and will need to be included in future funding packages.

The Brandy Brook sewer main replacement was intended to be completed in 2018 and 2019, however upon further review the practicalities of replacing the sewer main have changed and the work can no longer be completed at this time. It is respectfully asked that this work be removed from the Order and be allowed to be placed in a later phase. AES Northeast and the Village are currently conducting an I&I study on other portions of the collection system and can incorporate this work into the proposed recommendations.

For the past 14 years (+/-) the Village has cleaned the main twice per year and this has prevented any further overflow events. Therefore, the Village plans to keep doing so until such time as funds become available for the work and/or cleaning is insufficient to keep the system working properly.

Please note that the Village's current funding package references this order for scoring. We anticipate this funding to be open until at least 2022. We may need to coordinate with EFC on exactly when this order is closed out.

Sincerely,

A handwritten signature in black ink, appearing to be 'G. Swart', with a long horizontal stroke extending to the right.

Gregory M. Swart, P.E.
Partner/Director of Water Resources Division

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the Violation of
Article 17 of the Environmental Conservation
Law ("ECL") of the State of New York by:

ORDER ON CONSENT
Case No. R5-20100607-983

VILLAGE OF SARANAC LAKE,
Respondent.

WHEREAS:

1. The New York State Department of Environmental Conservation ("Department" or "DEC") is responsible for the enforcement of the Environmental Conservation Law ("ECL"), and Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York ("6 NYCRR"), and any orders or permits issued pursuant thereto. It is also the responsibility of the Department to conserve, improve and protect New York State's natural resources and environment, and control water, land and air pollution in order to enhance the health, safety and welfare of the people of the State of New York and their overall social and economic well-being.

2. Village of Saranac Lake ("Respondent") is a municipal corporation located in Franklin and Essex Counties, New York.

3. The Department issued Respondent a State Pollutant Discharge Elimination System (SPDES) permit, with Department Permit Number NY-002-1733 on June 4, 2004, which permit the Department modified on December 7, 2004 and renewed on December 17, 2008.

4. ECL §17-0511 states, "The use of existing or new outlets or point sources, which discharge sewage, industrial waste or other wastes into waters of this state is prohibited unless such use is in compliance with all standards, criteria, limitations, rules and regulations promulgated or applied by the department pursuant to this article."

5. ECL §17-0803 prohibits the discharge of pollutants in any manner other than as prescribed in a SPDES Permit.

6. ECL §17-1929 states, "A person who violates any of the provisions of, or who fails to perform any duty imposed by titles 1 through 11 inclusive and title 19 of article 17...shall be liable to a penalty..."

7. As part of Respondent's sewage collection system, Respondent owns and maintains the Niagara Mohawk pumping station located on Lake Colby Drive in the Village of Saranac Lake.

8. Respondent, as part of its sewage collection system, has a sewer line that runs from the beach house on Lake Colby, under Lake Colby Drive, to the Niagara Mohawk pumping station on Lake Colby Drive. As part of that sewer line, Respondent maintains a manhole that is located near the beach house on Lake Colby.

9. On April 29, 2001, a pump at the Niagara Mohawk pumping station on Lake Colby Road in the Village of Saranac Lake clogged with rags, causing a sanitary sewer overflow from the manhole near the beach house and into Lake Colby.

10. On December 24, 2001, the Niagara Mohawk pumping station on Lake Colby Drive experienced pump failure due to plugged impellers, resulting in a sanitary sewer overflow into Lake Colby.

11. On December 26, 2001, a contractor broke a water main and sewer main on Old Lake Colby Road causing high flows to the Niagara Mohawk pumping station on Lake Colby Drive in the Village of Saranac Lake, resulting in a sanitary sewer overflow into Lake Colby.

12. On April 15, 2002, the Niagara Mohawk pumping station on Lake Colby Drive experienced blown fuses on the control panel, resulting in a four hour sanitary sewer overflow across the beach and into Lake Colby.

13. On June 22, 2003, the Niagara Mohawk pumping station on Lake Colby Drive was unable to keep up with high flows, resulting in a sanitary sewer overflow from the manhole near the beach house and into Lake Colby.

14. On September 19, 2009, a manhole on Riverside Drive in the Village of Saranac Lake experienced a sanitary sewer overflow, resulting in the discharge of untreated wastewater into Lake Flower.

15. On March 26, 2010, the Niagara Mohawk pumping station on Lake Colby Drive experienced a pump failure which discharged 6,000 gallons of untreated wastewater across the beach, some of which entered Lake Colby from the manhole near the beach concession stand.

16. Respondent's actions constitute violations of ECL §17-0511, ECL §17-0803, and the terms of Respondent's SPDES Permit.

17. Respondent cooperated fully with the Department and has agreed to undertake significant remedial actions that, once completed, may improve the effectiveness of Respondent's wastewater collection system and improve compliance with laws and regulations. As an example, Respondent has installed a new backflow prevention device in the sanitary sewer

line running from the beach house on Lake Colby, under Lake Colby Drive, to the Niagara Mohawk pumping station on Lake Colby.

18. Respondent hereby affirmatively waives its right to a hearing in this matter in the manner provided by law and consents to the making, entering and filing of this Order pursuant to the provisions of the Environmental Conservation Law of the State of New York.

NOW, having considered this matter and being duly advised, it is hereby **ORDERED**:

I. Civil Penalty: Respondent is hereby assessed a civil penalty in the amount of **TEN THOUSAND DOLLARS (\$10,000)** for the violations set forth in this Order.

Respondent shall pay to the Commissioner the sum of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500)**. The Department hereby acknowledges that Respondent remitted payment to the Department of \$1,500 on September 20, 2010 by check number 1 0473.

The remaining **EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500)** shall remain suspended on the condition that Respondent complies with Schedule "A," which is attached hereto and made part hereof.

II. Schedule of Compliance: Respondent shall comply with the terms and conditions contained in Schedule "A," which is attached hereto, incorporated herein and made an enforceable part of this Order.

III. Full Settlement: Until fully remediated in accordance with this Order, all violations described above shall be considered continuing violations. The Department shall not institute any action or proceeding for penalties or other relief for the violations described above other than those actions and penalties set forth in this Order, for so long as Respondent remains in compliance with this Order. Any failure by Respondent to comply fully with the terms of this Order may subject Respondent to further enforcement action for the violations described above. Compliance with this Order shall not excuse nor be a defense to charges of any violations of the

ECL or any regulation or permit issued thereunder, which may occur subsequent to the date of this Order.

IV. Modifications of Order: In those instances in which Respondent desires any of the provisions of this Order be changed, it shall make written application, setting forth the grounds for the relief sought, to the Regional Director, Region 5, New York State Department of Environmental Conservation, P.O. Box 296, Ray Brook, New York 12977, and such changes shall not become effective except as specifically approved and set forth by written order of the Regional Director.

V. Enforcement: The failure of Respondent to comply with any provisions of this Order constitutes a "default and a failure to perform an obligation under this Order" and shall be deemed to be a violation of both this Order and the ECL.

VI. Force Majeure: Respondent shall not be in violation of this Order to the extent that Respondent is unable to comply with any provision of this Order on Consent because of a national or local government body or court, an act of God, war, strike, riot or catastrophe as to any of which the negligence or willful misconduct of Respondent was not the proximate cause; provided, however, that Respondent shall use its best efforts to comply. Respondent shall provide notice to the Department in writing immediately upon obtaining knowledge of such event, and shall request the appropriate modification of this Order. Relief under this clause shall not be available to Respondent, with regard to a particular event, if Respondent fails to provide timely notice of such event. Respondent shall have the burden of proving entitlement to relief under this clause, by clear and convincing evidence.

VII. Indemnify and Hold Harmless: Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs of every name and description brought, claimed or

sought by a third party and arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent, its trustees, officers, employees, agents, successors or assigns. The indemnification obligation does not extend to any claims, suits, actions, damages or costs to the extent attributable to grossly negligent, intentional, reckless, or unlawful acts of DEC or the State.

VIII. Entire Order: The provisions of this Order constitute the complete and entire Order issued to Respondent concerning resolution of the specific statutory, regulatory and permit violations identified in this Order. No term, condition, understanding or agreement purporting to modify or vary any term hereof shall be binding unless made in writing and subscribed by the party to be bound.

IX. Reservation of Rights: Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting:

- A. Any legal or equitable rights or claims, actions, proceedings, suits, causes of action or demands whatsoever that the Department may have against Respondent with respect to investigatory, remedial or corrective action or with respect to claims for natural resources damages as a result of any and all activities conducted at the facility or areas in the vicinity of the facility;
- B. Any legal or equitable rights or claims, actions, proceedings, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent, its officers, trustees, agents, servants, employees, successors and assigns;
- C. Except as otherwise provided in this Order, any legal or equitable rights or claims, actions, proceedings, suits, cause of action or demands whatsoever

that the Department may have against Respondent for any alleged violations of the ECL, rules or regulations promulgated thereunder or permits issued thereunder.

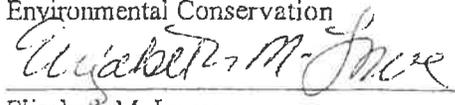
X. Binding Effect: The provisions, terms and conditions of this Order shall be deemed to bind Respondent, its officers, agents, servants, employees, successors and assigns and all persons, firms or corporations acting under, or for it, including but not limited to those who may carry on any or all the operations now being conducted by Respondent.

DATED: Ray Brook, New York

9/27, 2010

Alexander B. Grannis,
Commissioner
New York State Department of
Environmental Conservation

By:


Elizabeth M. Lowe
Regional Director - Region 5

CONSENT BY RESPONDENT

Respondents hereby consents to the issuing and entering of this Order without further notice, waives their right to a hearing herein, and agrees to be bound by the terms, conditions and provisions contained in this Order.

VILLAGE OF SARANAC LAKE, Respondent

By: John M. Sweeney
Title: Village Manager

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss:

COUNTY OF FRANKLIN)

On the 22 day of September in the year 2010 before me personally came John Sweeney to me known, who, being by me duly sworn, did depose and say that s/he resides in Saranac Lake; that he is the Village Manager of the Village of Saranac Lake, the municipal corporation described in and which executed the foregoing instrument, and he signed his name as authorized by said municipal corporation.

Karen Tyler
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01768897
Qualified in Franklin County
Commission expires June 25, 2012

Karen Tyler
Notary Public

SCHEDULE "A"
Schedule of Compliance for:
Village of Saranac Lake
Case No. R5-20100607-983

1. **By October 8, 2010**, a pumping station evaluation shall be conducted by a New York State licensed professional engineer and submitted to the Department for approval. The evaluation shall describe the current conditions under which the pumping station operates and also recommend long-term actions that would improve the performance of the station and increase the likelihood of compliance with relevant laws and regulations.

No later than November 8, 2010, Respondent and Department shall review the evaluation. The Department reserves the right to submit reasonable questions and comments regarding the evaluation to the Respondent during this thirty-day period. Respondent agrees to use good-faith efforts to address the Department's questions and comments.

No later than December 8, 2010, Respondent and Department shall agree to one of the following courses of action in response to the evaluation: 1) no further action is required; 2) further evaluation is necessary or desirable; or 3) Respondent shall undertake capital improvements to the system, in which case, Respondent and Department shall amend this Order to incorporate a schedule of completion for the intended improvements.

2. Respondent shall properly inspect and maintain the backflow prevention device located in the sanitary sewer line running from the beach house on Lake Colby, under Lake Colby Drive, to the Niagara Mohawk pumping station on Lake Colby Drive to prevent sanitary sewer overflows.

3. Subject to available funding, approvals, and permits, Respondent agrees to work diligently to complete the tasks detailed in Table 1.1, attached to and incorporated into this Order.

Table 1.1

Revised January 2010

Village of Saranac Lake, Order on Consent, Trunk Sewer Report - 2009
Compliance Summary

	Cost	Start Date	End Date
Phase II - Sewer Cleaning Investigations and Repairs			
A. The purchase of 2 sets of video camera	\$ 2,000	Completed	
B. Cleaning of sewer lines and video inspection by Village forces	NA	Ongoing	
C. Spot repairs (raise 10 manholes)	\$ 4,500	Hold - wait for priority items	
E11 to E12		Completed	
Sewer extending from W6 to W4	(Investigate)	Pending Funding or Better	
W4 to W6	\$ 40,000	Completed 12-2009	
W4 to W4 - This section was cleaned, some additional cleaning needed for final inspection		Completed 8-2010	
Purchase of new meters for monitoring flow at 26th Street, 26th St and other addresses	\$ 1,000	Completed 7/09	
G. Brandy Brook Sewer (Manhole Rehabilitation)		Completed	
Sewer re-alignment (E26-5 to E26-6)	\$ 324,000	Awaiting Funding	
Interim Manhole Monitoring at this location (Pending Correction)		1-Mar-10	Until completion of Item G
H. Investigation for repair/replacement of (North Broadway) sewer.			Spring of 2009
I. LaPan Highway Investigation of Sewage Overflow Compilation of construction documents Construction Interim Manhole Monitoring at this location (Pending Correction)		1-Mar-10	Until completion of Phase IV Item (F)
Phase III- Rehabilitation Projects			
A. Rehabilitation of 27th Street Siphon by Village forces	\$ 230,000	1-Feb-02	Ongoing
B. Cleaning of siphons by Village forces	NA		
C. Flow monitoring for North Main Street Woodruff Street Siphon by Village forces	NA		
D. Siphon inspection with camera by Village forces			
Woodruff siphon	NA		No action currently taken
Review of flow monitoring and visual inspection results for Woodruff Street siphon, with recommendations	\$ 1,600		Awaiting Inspection
Woodruff Street Siphon Lining	\$ 75,000		Awaiting Inspection
E. Spot repair W4 to W5	\$ 70,000		Awaiting Funding
F. Edgewood Rd to Canaras Ave			Completed 2007
G. Rehabilitation of W15, W17, W18, and W19			Completed 2007
Phase IV - Replacement Projects			
A. Spot check pipe-replacement by Village forces, 27th St - 2nd Street	NA		Completed
B. Review of inspection for 27th St siphon and related manholes	\$ 200		Completed
D. Woodruff Street Siphon (2nd barrel)	\$ 257,056		Awaiting Funding
F. LaPan Highway Sewer Line replacement		1-Jun-10	24-Dec-10
Completion of plans and specifications		1-Mar-11	12-Apr-11
Bid construction		3-Jun-11	14-May-12

Additional Items

Items in normal text completed this year or on schedule
Items in bold to be completed

APPENDIX "A"
SCHEDULE OF COMPLIANCE
For
Village of Saranac Lake
Case No. R5-20100607-983

1. **By October 21, 2011**, Respondent shall submit to the Department an approvable engineering plan for the installation of the Upper Broadway sanitary sewer.
2. Within sixty (60) days of written notice by the Department, Respondent shall submit, if required by the Department, additional information as required by the Department in order to allow the Department to complete its review and approval of the Upper Broadway sewerline engineering plans.
3. **By October 21, 2011**, Respondent shall submit to the Department the plans of the existing NiMo pump station and sewerlines showing the plan, profile and elevations of all sewerlines and manholes within 500 ft of the pump station.
4. **By April 3, 2012**, Respondent shall submit to the Department an approvable engineering plan for the modification of the Lake Colby Pump Station and the Lake Colby forcemain installation.
5. Within sixty (60) days of written notice by the Department, Respondent shall submit, if required by the Department, additional information as required by the Department in order to allow the Department to complete its review and approval of the Lake Colby Pump Station modifications and Lake Colby forcemain installation engineering plans.
6. **By September 1, 2012**, Respondent shall complete construction of the Upper Broadway sewerline.
7. **By November 30, 2012**, Respondent shall complete construction of the Colby Pump Station modifications and Lake Colby forcemain .
8. **By March 1, 2013**, Respondent shall submit to the Department an approvable engineering plan for the modification of the NiMo Pump Station.
9. Within sixty (60) days of written notice by the Department, Respondent shall submit, if required by the Department, additional information as required by the Department in order to allow the Department to complete its review and approval of the NiMo Pump Station modifications engineering plans.
10. **By September 1, 2013**, Respondent shall complete construction of the NiMo pump station modifications.

**RESOLUTION AUTHORIZING VILLAGE MANAGER TO APPROVE AND ENTER
INTO THE NYSDEC ORDER ON CONSENT R5-20100607-983**

WHEREAS, the Village of Saranac Lake did have a sanitary sewer overflow on March 26, 2010 causing the NYSDEC to issue and the Village of Saranac Lake to receive the Order on Consent R5-20100607-983;

WHEREAS, the Village of Saranac Lake and the NYSDEC have worked diligently to identify factual issues and agree upon the attached Order of Consent

NOW, THEREFORE BE IT RESOLVED, the Village Board hereby authorizes the Village Manager to sign the NYSDEC Order on Consent R5-20100607-983.

THEREFORE, LET IT FURTHER BE RESOLVED, Authorize the Village Manager to make payment of \$1,500.00 to NYSDEC for settlement of the Financial Penalty portion prior to September 30, 2010.

THEREFORE, LET IT FURTHER BE RESOLVED, Authorize the Village Manager to enter into the NYSDEC Consent Order to satisfy the remaining SUSPENDED portion of the agreement, AND to complete necessary changes, as to be approved by the Village Board, to fulfill the items listed in "SCHEDULE A" as attached.

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

SUBJECT: DEC Consent Order

FOR AGENDA OF 09-13-10

DEPT OF ORIGIN: Village Manager

BILL # 184-2010

DATE SUBMITTED: 09-09-10

EXHIBITS: Yes

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$1500

AMOUNT
BUDGETED: 0

APPROPRIATION
REQUIRED: \$1500

SUMMARY STATEMENT

RESOLUTION TO AUTHORIZING VILLAGE MANAGER TO APPROVE THE NYSDEC ORDER ON CONSENT CASE NO R5-20100607-983, TOTAL FINE OF \$10,000.00, (\$1,500.00 CASH PAYMENT, AND \$8,500.00 SUSPENDED PAYMENT UPON COMPLETION OF SCHEDULE "A") AND TO MAKE PAYMENT OF \$1,500.00 FOR CIVIL PENALTY TO NYSDEC PRIOR TO 9-30-10 FOR THE MONETARY PORTION OF THE ORDER ON CONSENT. ADDITIONALLY TO MAKE NECESSARY ARRANGEMENTS AND IMPLEMENT CHANGES TO AVOID THE SUSPENDED PORTION OF THE PENALTY CLAUSE OF THE ORDER ON CONSENT.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____

SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE CATILLAZ _____

TRUSTEE McENEANY _____

TRUSTEE BRANCH _____

TRUSTEE PELLETIERI _____

May 22, 2019

NYS Department of Environmental Conservation
Division of Water
Kelly Duval, P.E.
232 Golf Course Road
Warrensburg, NY 12885

**RE: Village of Saranac Lake
Wastewater Treatment Plant Digester and Aeration Tanks
AES Project No. 4747**

Ms. Duval,

Please let this letter serve as a follow up to previous DEC requests for an inspection of the Village's WWTP digester and aeration tanks. The Village is committed to completing these investigations, however after starting the process it has been determined that the actual work is not such a simple task and will require more planning and time.

The Village is currently working with AES Northeast to complete an EFC EPG which will take an overview look at the WWTP's systems and make recommendations as to needed upgrades. The goal is to create a phasing plan for upgrades that are known to be needed at the plant over the next 10 years (+/-). We are recommending that more detailed updates for above requests be addressed with the EPG. The EPG will either include the results of the specific inspections (pending funding availability) and/or will provide a recommended schedule for completing the investigations.

Taking the digester offline is not a simple process. A specialized firm must be brought in to take down the digester, do the inspections, and bring the digester back online. The Village must also be prepared to make repairs to piping, equipment, etc. These repairs may be necessary to bring the tank back online even prior to an actual capital upgrade of the system. We expect this work to cost several hundred thousand dollars.

The Essex County Engineer has reviewed the aeration tanks and determined that there is no immediate danger of a structural failure despite their visual condition. The development of repair vs replacement recommendations will be developed in the EPG.

The EPG is expected to be completed mid-2020.

Sincerely



Gregory M. Swart, P.E.
Partner/Director of Water Resources Division

EPG GRANT PROGRAM

VILLAGE OF SARANAC LAKE

and

**NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION**

GRANT AGREEMENT

(ENGINEERING PLANNING GRANT PROGRAM)

EPG PROJECT NO.: 80922

Dated as of May 24, 2019

EPG GRANT PROGRAM

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This GRANT AGREEMENT, dated as of the date set forth on the cover page, is between the Recipient identified on the cover page hereof and the Corporation.

WITNESSETH:

WHEREAS, the Corporation is empowered under the NYSEFC Act to provide financial assistance to eligible recipients for the planning, design, and construction of eligible projects; and

WHEREAS, the Corporation has determined that it is desirable and necessary to establish an Engineering Planning Grant Program in order to provide financial assistance to pay for the initial planning of eligible Revolving Fund water quality projects and to carry out the objectives set forth in the Clean Water Act and the NYSEFC Act; and

WHEREAS, the Recipient has submitted an application for financial assistance from the Corporation for the purpose of funding the Project, and the Project has been deemed by the Corporation to be eligible for assistance under the NYSEFC Act, and the Corporation has reviewed and approved the funding of the Project; and

WHEREAS, on the basis of Recipient's application and the representations, warranties and covenants set forth herein, the Corporation proposes to make financial assistance available to the Recipient, pursuant to Article III of this Grant Agreement, to fund, or to reimburse the Recipient for costs incurred in connection with the Project, and the Recipient desires to receive such funding upon the terms and conditions set forth in this Grant Agreement; and

NOW THEREFORE, in consideration of the premises and the representations, covenants and agreements herein set forth, the Recipient and the Corporation, each binding itself, its successors and assigns, promise, covenant and agree as follows:

**Article I.
GENERAL PROVISIONS**

Section 1.01 Definitions.

Unless stated otherwise, each capitalized term used in this Grant Agreement has the meaning specified for it in EXHIBIT B.

Section 1.02 Effective Date and Term.

(a) This Grant Agreement is effective and shall become enforceable as of the date on the cover page following its execution by the Recipient and the Corporation.

(b) This Grant Agreement shall remain in full force and effect (i) for a period of three (3) years commencing upon the date set forth on the cover of this Grant Agreement if the Grant Award is in excess of \$50,000 or (ii) for a period of two (2) years commencing upon the date set forth on the cover of this Grant Agreement if the Grant Award is less than or equal to \$50,000, unless the Corporation agrees in writing to extend the term of this Grant Agreement.

(c) Article IV and Article V shall survive any termination of the Grant Agreement.

(d) Failure of Recipient to complete the Project within (i) three (3) years commencing

upon the date set forth on the cover of this Grant Agreement if the Grant Award is in excess of \$50,000 or (ii) two (2) years commencing upon the date set forth on the cover of this Grant Agreement if the Grant Award is less than or equal to \$50,000 may result in Recipient's forfeiture of undisbursed Grant proceeds.

Section 1.03 Approvals and Consents.

All approvals, consents, determinations and acceptances required to be given or made by any person or party hereunder shall be at the sole discretion of the person or party whose approval, consent, determination or acceptance is required.

Section 1.04 Interpretation.

The captions, headings and table of contents are solely for convenience of reference and shall not constitute part of this Grant Agreement. They do not affect its meaning, construction or effect. The parties acknowledge and agree that this Grant Agreement shall not be construed more favorably in favor of any party hereto based upon which party drafted the same.

Section 1.05 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Grant Agreement, including any amendments and supplements hereto, are hereby incorporated in and made a part of this Grant Agreement.

Section 1.06 Amendments and Waiver.

Any provision of this Grant Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Recipient and the Corporation.

Section 1.07 Assignment.

The rights of the Corporation to enforce the duties, covenants, obligations and agreements of the Recipient set forth in this Grant Agreement may at any time, in whole or in part, be assigned and pledged by the Corporation. Thereafter, such duties, covenants, obligations and agreements assigned and pledged shall be for the benefit of and enforceable by the Corporation and such assignee. The Recipient may not transfer or assign this Grant Agreement without the prior written consent of the Corporation. Any purported transfer in violation of this Section 1.07 shall be null and void. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.08 Applicable Law; Venue.

This Grant Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of competent jurisdiction sitting in Albany County, in any action or proceeding arising out of or relating to this Grant Agreement and each party hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. The Recipient hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Grant Agreement, in any court referred to herein, and, if applicable, agrees not to assert the defense of sovereign immunity in any such proceedings. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the

maintenance of such action or proceeding in any such court.

Section 1.09 No Warranty Regarding Condition, Suitability or Cost of Project.

Neither the Corporation nor the Agency makes any warranty, express or implied, as to the Project or its condition or that it will be suitable for the Recipient's purposes or needs, or that the proceeds of the Grant will be sufficient to pay the costs of the Project. Review or approval of engineering reports or any inspection of the Project by the Agency or the Corporation, does not relieve the Recipient of its responsibility to plan the Project properly. The Recipient acknowledges and agrees that the Agency and the Corporation or their agents or representatives are not responsible for increased costs resulting from defects in the plans, design drawings and specifications or other Project documents. Nothing in this section prohibits a Recipient from requiring assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

Section 1.10 Notices.

All notices or other communications hereunder shall be sufficiently given, and shall be deemed given, when delivered in writing to the address, facsimile number, or e-mail of the identified party or parties set forth below, or to such other address, facsimile number, or e-mail as the appropriate party may hereafter designate by notice in writing given to the others.

If to the Corporation:

New York State Environmental Facilities Corporation
Attn.: Chief Financial Officer
625 Broadway
Albany, New York 12207-2997
Facsimile No.: (518) 486-9323
E-Mail Address: info@efc.ny.gov

With a copy of such communications delivered to the attention of the General Counsel at the address set forth above.

If to Recipient:

At the address specified on the signature page of this Agreement.

Section 1.11 Severability.

If any provision of this Grant Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 1.12 Execution in Counterparts.

This Grant Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 1.13 Grant Agreement Supersedes Prior Agreements.

This Grant Agreement supersedes any other prior or contemporaneous agreements or understandings, written or oral, between the parties relating to the funding of the Project.

Section 1.14 No Obligation of State.

Nothing in this Grant Agreement shall constitute a commitment of the State to appropriate or reappropriate any federal or State funds.

Section 1.15 No Waiver.

No delay or failure on the part of the Corporation, in the exercise of any power or right under this Grant Agreement shall operate as a waiver thereof or as an acquiescence in any default or Event of Default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Corporation are cumulative to, and not exclusive of, any rights or remedies which the Corporation would otherwise have.

Article II.
REPRESENTATIONS AND WARRANTIES OF RECIPIENT

As of the date set forth on the cover page of this Grant Agreement, the Recipient provides the representations and warranties set forth below. The Recipient shall notify the Corporation of any material changes in the status of these representations and/or warranties during the term of this Grant Agreement. In addition, the Recipient acknowledges that it shall be required to provide such representations and warranties again at the time of submission of each request for Disbursement.

Section 2.01 Legal Authority/Capacity/Binding Obligation.

The Recipient is an entity duly organized and existing under the laws of the State and has full legal right, power and authority to conduct its business and own its properties, and enter into this Grant Agreement and comply with its terms. The Resolution has been duly adopted by the Recipient and remains in full force and effect; and any and all consents, authorizations and approvals of any third party required with respect thereto have been obtained. The Recipient certifies that it has the legal, institutional, managerial, contractual and financial capability to ensure adequate completion of the Project.

Section 2.02 No Action.

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Recipient, nor is there any basis therefor (i) affecting the creation, organization or existence of the Recipient or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution of this Grant Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Grant Agreement or the Resolution, or the execution of this Grant Agreement, or any agreement or instrument relating thereto, (iv) affecting the ability of the Recipient to fulfill the terms and conditions of this Grant Agreement, (v) that would impair or delay the Project, or (vi) that would have a Material Adverse Effect.

Section 2.03 No Default.

The Recipient is not in default under (i) any loan agreement, note, bond, mortgage, or other instrument evidencing or securing indebtedness; (ii) any agreement that would impair or delay the Project; or (iii) any agreement that would have a Material Adverse Effect. The Recipient is not, in any respect material to the transactions contemplated by this Grant Agreement, in breach of or in default under any applicable law or federal or State regulation or any applicable judgment or decree or any other agreement or instrument to which the Recipient is a party or by which it or any of its properties are bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default. The execution and delivery of this Grant Agreement and the adoption of the Resolution and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or federal

or State regulation or any applicable judgment or decree or any agreement or other instrument to which the Recipient is a party or by which it or any of its property is bound.

Section 2.04 Project Approvals.

The Recipient has obtained all necessary approvals from any and all governmental agencies requisite to the completion of the Project and is in compliance with all federal, State and local laws, ordinances and regulations applicable thereto.

Section 2.05 Funds Available.

Recipient has funds available or will have funds available upon the consummation of the transactions contemplated hereby sufficient to pay all costs of the Project.

Section 2.06 Description of the Project.

The description of the Project as set forth in EXHIBIT A is an accurate description of the scope of activities to be funded in part pursuant to the terms of this Grant Agreement.

Section 2.07 Estimate of Costs.

The Estimated Project Costs as shown in EXHIBIT C represent a reasonable estimate of the costs actually incurred or expected to be incurred for the Project.

Section 2.08 Environmental Review.

The Recipient, with respect to the Project, has complied with all requirements of the State Environmental Quality Review Act ("SEQRA") or a National Environmental Protection Act ("NEPA") environmental review, as the case may be, and has notified the Agency and the Corporation of all actions proposed for complying with the environmental review requirements imposed by SEQRA or NEPA environmental review, as the case may be.

Section 2.09 Intermunicipal and Other Agreements.

Except as disclosed to the Corporation in writing in connection with the Recipient's application for the Grant, the Recipient has not entered into any intermunicipal agreements or any other contract in connection with the Project and does not intend to enter into any other intermunicipal agreements in connection with the Project. If the Recipient has entered into a permitted intermunicipal agreement or any other contract in connection with the Grant, the term length of such agreement shall be at least as long as the term length of this Grant Agreement.

Section 2.10 Third-Party Funding.

The Recipient is eligible to receive the full amount of the Third-Party Funding specified in EXHIBIT C, if any, and knows of no existing fact, condition or circumstance that might act to vitiate such eligibility.

Section 2.11 Procurement, Suspension and Debarment; Lobbying.

The Recipient has not been deemed ineligible to submit a bid or be awarded a public contract or subcontract pursuant to any applicable law or regulation, including but not limited to, Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. Further, neither the Recipient nor any of its contractors have contracted with, or will contract with, any party that has been deemed ineligible to submit

a bid on or be awarded a public contract or subcontract under any applicable law or regulation, including but not limited to Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. The Recipient represents that it has not expended any appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in connection with any grant or financing which exceeds \$100,000 hereunder in accordance with the provisions of 40 CFR Part 34.

Section 2.12 No Material Adverse Change.

Since the date of Recipient's application for Grant, there has been no change in condition (financial or otherwise) of Recipient which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 2.13 Full Disclosure.

The statements, documents, and information furnished to the Corporation in connection with the negotiation of this Grant Agreement and the commitment by the Corporation to provide the Grant are accurate, not misleading, and do not contain any untrue statements of a material fact or omit a material fact necessary to make the statements, documents, and information not misleading. Recipient acknowledges and agrees that the Corporation is only executing this Grant Agreement in reliance on such statements, documents, and information furnished to the Corporation being accurate and not misleading.

Section 2.14 Solvency.

The Recipient is solvent, able to pay its debts as they become due, and has sufficient capital to carry on its operations and complete the Project.

**Article III.
AGREEMENT TO PROVIDE FINANCIAL ASSISTANCE**

Section 3.01 Agreement to Provide Financial Assistance for Project Costs.

The Corporation agrees to provide financial assistance to the Recipient pursuant to this Grant Agreement, by making disbursements of funds ("Disbursements") in an amount not to exceed the Grant Award, as may be amended in accordance with the terms hereof. The Grant proceeds will be disbursed to the Recipient in accordance with the terms of this Article III.

Section 3.02 Source of Funding: Nature of Obligation.

The Corporation shall provide financial assistance to the Recipient pursuant to this Grant Agreement solely from moneys made available to it for purposes of the Program. The Corporation has no obligation to make any financial assistance payments and no obligation shall be incurred by the State or the Corporation beyond moneys made available for such purposes. Further, the Corporation has no obligation to make Grant payments to the Recipient beyond the term of this Agreement. In the event the Recipient shall, at any time, receive any Third-Party Funding from any entity other than the Corporation, the Recipient must draw down, in full, such Third-Party Funding prior to requesting any disbursement of Grant proceeds hereunder. If the Recipient is unable to draw down in full such Third-Party Funding, the Recipient must provide a written explanation and accompanying documentation to the Corporation satisfactorily substantiating its need for the release of Grant proceeds prior to the full draw down of such Third-Party Funding that the Corporation may accept or deny in its sole and absolute discretion.

Section 3.03 Requests for Disbursement of Grant Proceeds.

(a) *Disbursement of Grant Proceeds.* Grant proceeds shall remain in the custody and control of the Corporation and will only be made available to the Recipient upon the approval thereof by the Corporation. Subject to the Recipient complying with the terms of this Grant Agreement, the Corporation will advance 50% of the Grant Award to the Recipient within thirty (30) days of a properly completed Grant Disbursement Request Form as set forth in EXHIBIT E. The remaining 50% of the Grant Award will be disbursed within thirty (30) days of a properly completed Project Completion Certificate, subject to the requirements identified below.

(b) *Requirements for Final Disbursement.* Prior to or with the final Grant Disbursement Request Form, the Recipient must submit supporting documentation in a form and manner acceptable to the Corporation demonstrating that the incurred costs are Project Costs, including the Project Completion Certificate. Supporting documentation shall consist of allowable cost invoices and proof of payment of such invoices for the Project Costs. Such documentation shall also consist of a final Engineering Report and a completed Smart Growth Assessment Form.

(c) *Final Engineering Report.* The Project shall be deemed complete upon receipt and acceptance by the Corporation of copies of a final Engineering Report for the Project described in EXHIBIT A. The final Grant Disbursement Request Form shall not be submitted by the Recipient to the Corporation until the Corporation has accepted and approved the final Engineering Report. The Recipient agrees to provide the Corporation with an electronic copy of the final Engineering Report, which must carry the seal or stamp of a New York State licensed professional engineer and set forth the following: that the Project was developed in accordance with all applicable State and federal requirements, including that the Project is sufficiently complete in accordance with all Project contracts and that the Project can be utilized for its intended purposes. An electronic copy of the final Engineering Report shall be submitted by the Recipient to the Corporation no later than: (i) November 23, 2020 if the Grant Award is in excess of \$50,000 or (ii) May 23, 2020 if the Grant Award is less than or equal to \$50,000. Failure to submit the final Engineering Report by the dates indicated in the preceding sentence may, at the Corporation's sole discretion, result in a loss of Grant proceeds.

(d) *Smart Growth Assessment Form.* The Recipient agrees to complete a Smart Growth Assessment Form as provided by the Corporation and submit the form with the final Engineering Report. The final Grant Disbursement Request Form shall not be submitted by the Recipient to the Corporation until the Recipient has completed and submitted a Smart Growth Assessment Form to the Corporation.

(e) *Amendments to Engineering Report.* Disbursements of Grant proceeds shall not be made for costs related to any amendments to the Engineering Report for the Project described in EXHIBIT A unless and until such amendment has been approved and accepted by the Corporation.

Section 3.04 Disapproval or Adjustment of Payment Request.

In addition to the remedies set forth in Section 5.02, the Corporation may take any action permitted hereunder or under applicable law, including, but not limited to, rejecting, correcting, or withholding any or all payments to the Recipient, if the Corporation, in its sole discretion: (i) determines that the incurred costs requested for reimbursement are not eligible Project Costs, (ii) the Recipient has not properly documented the costs, or (iii) the Recipient has not complied with any term or condition of this Grant Agreement, including, but not limited to, its failure to timely file quarterly MWBE reports.

Section 3.05 Proof of Payment.

Proof of payment submitted by the Recipient shall be sufficient to allow the Corporation to document that billings and invoices were paid. Satisfactory documentation may include, but is not limited to, signed copies of payment vouchers or invoices, cancelled checks, details of current indirect cost and fringe benefits rates, copies

of all sub-agreements, executed change orders, payroll records tabulations of allowable costs incurred to date; and

(a) for professional services, a description of the nature of the service and documentation that the service was provided according to the terms of a professional services agreement;

(b) for project services to be provided by employees of the Recipient pursuant to a force account proposal which has been approved and accepted by the Corporation, employee time records, signed by the employee and the employee's supervisor, which account for all hours worked in the period covered and describe in detail the work claimed as approvable.

All documentation for the Project shall be incorporated and referenced in Project accounts maintained by the Recipient in accordance with generally accepted government accounting standards.

Section 3.06 Changes to Project.

Grant payments will not be made for costs related to any changes in the Project unless and until such change has been reviewed, approved, and accepted by the Agency or the Corporation. The Recipient shall certify, in each Grant Disbursement Form submitted, that the disbursement requested does not include payment for any costs for changes to the Project which have not been so reviewed, approved, and accepted.

Article IV. COVENANTS

Section 4.01 Compliance with Laws and this Grant Agreement.

(a) *Project Compliance.* The Recipient shall comply, and it shall require its authorized representatives, contractors, subcontractors and consultants paid with funds provided pursuant to this Grant Agreement to comply, at all times with all applicable federal, State and local laws, statutes, regulations, ordinances, rules, Executive Orders applicable to it and them (including, without limitation if applicable, the Davis-Bacon Act, Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Federal Funding Accountability and Transparency Act, Section 504 of the Rehabilitation Act of 1973, and Section 608 of the Clean Water Act). The Recipient agrees to ensure that the Project will effectively protect water quality, employ good management practices and fulfill all federal and State requirements, all requirements of this Grant Agreement, and all applicable instructions issued by the Commissioner to ensure that these requirements are met. Upon request by the Corporation, the Recipient shall promptly provide the Corporation, with evidence of its, and its authorized representatives, contractors, subcontractors and consultants paid with funds provided pursuant to this Project Finance Agreement, compliance with all applicable federal, State and local laws, statutes, regulations, ordinances, rules, Executive Orders applicable to it and them.

(b) *Enforcement.* Regardless of acceptance by the Agency or the Corporation of a certification by the Recipient that a Project requirement has been met, the Recipient shall permit the Agency or the Corporation to take any actions necessary to confirm the accuracy of such certification. The making of Grant payments by the Corporation does not constitute an acknowledgment or agreement by the Corporation that the Recipient is in compliance with the terms and conditions of this Grant Agreement.

(c) *Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises ("MWBE") and Equal Employment Opportunities ("EEO") for Minority Group Members and Women.* The Recipient acknowledges that contracts and subcontracts for the Project that are paid for with funds provided pursuant to this Grant Agreement, including, but not limited to, construction, engineering, architectural, legal and fiscal services contracts and subcontracts, shall be subject to the requirements and provisions of Article 15-A of the Executive Law ("Article 15-A") and 5

NYCRR Parts 140-145 (the “MWBE Regulations”) and, for such purposes, any such contract or subcontract shall be considered a State Contract as defined therein. The Recipient shall require the provisions set forth in EXHIBIT G attached hereto to be included in all State Contracts which are to be paid for with funds provided pursuant to this Grant Agreement. The Recipient shall comply, and shall require its contractors and subcontractors paid with funds provided pursuant to this Grant Agreement to comply, with Article 15-A and the MWBE Regulations. Recipient acknowledges, and shall advise all contractors and subcontractors paid with funds provided pursuant to this Grant Agreement, that the MWBE goals in effect at the time of execution of each contract/subcontract shall be applied to the Grant Award. The Recipient shall provide the Corporation with documentation it receives from contractors and subcontractors, as required by law or requested by the Corporation regarding EEO and MWBE. The Recipient’s approval of a Utilization Plan or waiver request is subject to the prior consent of the Corporation. If required by Article 15-A or the MWBE Regulations, the Recipient shall submit to the Corporation information received from the Recipient’s contractors or subcontractors regarding all good faith efforts made by them to comply with the applicable MWBE participation goals. If Recipient fails to file timely quarterly MWBE reports, the Corporation may withhold Grant payments until the Recipient files all overdue reports.

(d) *Business Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses (“SDVOB”).* The Recipient acknowledges that contracts and subcontracts for the Project that are paid for with funds provided pursuant to this Grant Agreement, including, but not limited to, construction, engineering, architectural, legal and fiscal services contracts and subcontracts, shall be subject to the requirements and provisions of Article 17-B of the Executive Law (“Article 17-B”) and 9 NYCRR Part 252 (the “SDVOB Regulations”) and, for such purposes, any such contract or subcontract shall be considered a State Contract as defined therein. The Recipient shall require the provisions set forth in Exhibit G attached hereto to be included in all State Contracts which are to be paid for with funds provided pursuant to this Grant Agreement. The Recipient shall comply, and shall require its contractors and subcontractors paid with funds provided pursuant to this Grant Agreement to comply, with Article 17-B and the SDVOB Regulations. Recipient acknowledges, and shall advise all contractors and subcontractors paid with funds provided pursuant to this Grant Agreement, that the SDVOB goals in effect at the time of execution of each contract/subcontract shall be applied to the Grant Amount. The Recipient shall provide the Corporation with documentation it receives from contractors and subcontractors, as required by law or requested by the Corporation regarding SDVOB. The Recipient’s approval of a Utilization Plan or waiver request is subject to the prior consent of the Corporation. If required by Article 17-B or the SDVOB Regulations, the Recipient shall submit to the Corporation information received from the Recipient’s contractors or subcontractors regarding all good faith efforts made by them to comply with the applicable SDVOB participation goals. If Recipient fails to file timely quarterly SDVOB reports, the Corporation may withhold Grant payments until the Recipient files all overdue reports.

(e) *Special Project Conditions.* The Recipient shall comply with any and all special Project conditions set forth in EXHIBIT D.

(f) *Project Approvals.* The Recipient shall obtain all necessary approvals from any and all governmental agencies requisite to the completion of the Project and comply with all federal, State and local laws, ordinances and regulations applicable to the Project.

(g) *Environmental Review.* The Recipient certifies that it shall continue to notify the Agency and the Corporation of all actions proposed for complying with the environmental review requirements imposed by SEQRA and approved by EPA for Revolving Fund projects, as the case may be. If the Commissioner determines that, in addition to all such requirements of SEQRA, there are additional requirements associated with a NEPA environmental review, the Recipient shall comply with those additional requirements. The Recipient agrees to provide copies of all environmental documents as may be required by the Agency and the Corporation.

(h) *Restrictions on Lobbying.* Intentionally Omitted.

(i) *Recipient Contribution.* The Recipient agrees to provide at least 20% of the Grant Award as its recipient contribution requirement under the Program as set forth in EXHIBIT C. The Corporation agrees that the 20% recipient contribution requirement may be met with local funds or In-Kind Services performed by the Recipient and as approved by the Corporation.

(j) *Maintenance of Legal Status.* Recipient shall notify the Corporation of the Recipient's intent to change its form of legal existence or dissolve at least 120 days before such change or dissolution. Recipient shall preserve and keep in force and effect all licenses, permits, and approvals related to the Project.

(k) *Liens.* Recipient shall not create, incur or permit to exist any mortgage, lien, security interest, pledge, charge, mechanics' or supplier's lien, or encumbrance of any kind on any Project property.

(l) *No Consequential Damages.* To the fullest extent permitted by applicable law, the Recipient shall not assert, and hereby waives, any claim against the Corporation, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Grant Agreement, any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds hereof or thereof. The Corporation shall not be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Grant Agreement or the transactions contemplated hereby.

(m) *No Advisory or Fiduciary Responsibility.* Recipient acknowledges and agrees that in connection with all aspects of each transaction contemplated hereby: (i) no fiduciary, advisory, or agency relationship between the Recipient and the Corporation is intended to be or has been created, (ii) Recipient has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate, and (iii) the Corporation has not been, is not, and will not be acting as an advisor, agent or fiduciary for Recipient. To the fullest extent permitted by law, Recipient hereby waives and releases any claims that it may have against the Corporation with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 4.02 Project Implementation.

The Recipient shall undertake this Project in accordance with the application materials submitted to the Corporation. The Recipient shall proceed with the planning of the Project in conformity with law, with this Grant Agreement and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of such application materials as may be approved by the Agency as necessary or advisable to effectuate the purposes of the NYSEFC Act.

Section 4.03 Performance.

(a) *Engineering Report Contents.* All Engineering Reports must follow the format of the then-current Engineering Report Outline found at <https://www.efc.ny.gov/>, as may be updated from time to time or whose website address could change upon notice provided by the Corporation. The following minimum alternatives need to be considered for projects with no existing wastewater infrastructure: decentralized systems; new sewers and connection to a regional wastewater facility; and new sewers and a wastewater treatment facility. The following minimum alternatives need to be considered for projects with existing wastewater infrastructure: rebuilding existing wastewater infrastructure; and connection to a regional wastewater collection system. Smart growth and green infrastructure alternatives must also be considered and documented in the Engineering Report. In addition, the Engineering Report

must contain a concise summary of any additional pertinent information specific to the project proposal as requested by the Corporation. The Engineering Report shall be incorporated into any future application for financial assistance through the Revolving Fund by the Recipient.

(b) *Contracts.* The Recipient agrees that the Agency and the Corporation have the right to review all contracts for services funded pursuant to this Grant Agreement in order to determine eligibility for funding hereunder and to determine compliance with all relevant plans and terms of this Grant Agreement.

Section 4.04 Accounting and Records.

(a) *Establishment of Project Accounts.* The Recipient shall maintain Project accounts in accordance with generally accepted government accounting standards and any instructions issued by the Commissioner or the Corporation.

(b) *Access to Records.* The Recipient shall: (i) permit EPA, the Agency, the State Comptroller, and the Corporation, or their authorized representatives to review or audit all records relative to this Project; (ii) produce or cause to be produced all records relating to any work performed under the terms of this Grant Agreement for examination at such times as may be designated by any of the foregoing entities or their authorized representatives; (iii) permit extracts and copies of Project records to be made by any of the foregoing entities or their authorized representatives; and (iv) promptly fulfill information requests by any of the foregoing entities or their authorized representatives.

(c) *Access to Project and Work.* The Recipient shall permit agents, consultants and representatives of the Agency, the State Comptroller and the Corporation to have access to the Project and its components at all reasonable times. All contracts of the Recipient related to any portion of the Project must contain provisions that permit such access to the Project, and require the contractor to provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the foregoing agents, consultants and representatives.

(d) *Record Retention.* The Recipient shall retain all files and records relating to the Project for at least six (6) years after the term of this Grant Agreement. The Recipient shall make available to agents, consultants and representatives of the Corporation, the Agency and the State Comptroller any files or records necessary to determine compliance with applicable laws.

Section 4.05 Application of Grant Proceeds.

The Recipient shall apply the proceeds of the Grant solely for Project Costs in accordance with this Grant Agreement and shall reimburse the Corporation in the event that it fails so to apply such proceeds.

Section 4.06 Payment of Additional Project Costs.

The Recipient shall complete the Project and pay such portion of the Project Costs in excess of available Grant proceeds, and the Recipient shall not be entitled to any reimbursement or funding therefor from the Corporation.

Section 4.07 Further Assurances.

The Recipient, at the request of the Corporation, shall execute and deliver such documents and do such acts and things as necessary or desirable, in the sole discretion of the Corporation, for better assuring, assigning, and confirming the rights, representations and agreements granted in this Grant Agreement. The Recipient shall also furnish the Corporation with such additional information concerning the planning of the Project as the Corporation may request from time to time.

Section 4.08 Non-Discrimination Requirements.

Pursuant to New York State Human Rights Law, Article 15-A of the Executive Law, and all other State and federal statutory and constitutional non-discrimination provisions, the Recipient and any contractors/subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction or prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if the Project is the construction, alteration or repair of any public building or public work, the Recipient and its contractors/subcontractors shall not, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Grant Agreement.

Section 4.09 Intermunicipal and Other Agreements.

If Recipient has entered into one or more intermunicipal agreements or other contracts relating to the Project, Recipient shall not renew, extend or amend such intermunicipal agreement or other contract, and shall not enter into any new contract relating to the Project, without notifying the Corporation in writing and receiving written consent from the Corporation.

Section 4.10 Third-Party Funding.

(a) The Recipient shall take, in a timely fashion, all actions required or necessary to enable it to obtain the full anticipated proceeds of any Third-Party Funding.

(b) The Recipient shall comply with all stated conditions to any Third-Party Funding commitment, as the same may be amended and supplemented, and all applicable present and future eligibility requirements of such Third-Party Funding commitment.

(c) The Recipient shall promptly, and in any event within five (5) days after having notice or knowledge thereof, inform the Corporation in writing of any anticipated failure on its part to (i) meet all eligibility requirements of any Third-Party Funding, (ii) be qualified to receive any Third-Party Funding proceeds in an amount at least equal to such Third-Party Funding commitment, or (iii) receive the proceeds of such Third-Party Funding.

Section 4.11 Indemnification.

To the fullest extent permitted by law, the Recipient shall indemnify and defend the Corporation, its directors, employees, and agents against, and hold each harmless from, any and all losses, claims, damages, liabilities and costs of any nature arising out of the execution or delivery of this Grant Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Corporation, the administration and enforcement of this Grant Agreement and any agreement or instrument contemplated hereby (including all such costs and expenses incurred in connection with any proceeding under the United States Bankruptcy Code involving Recipient as a debtor thereunder.; provided that such indemnity shall not be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of the Corporation, its directors, employees, or agents.

Section 4.12 Project Requirements.

(a) *Timely Completion.* The Recipient shall complete the Project within (i) three (3) years if the Grant Award is in excess of \$50,000 or (ii) two (2) years if the Grant Award is less than or equal to \$50,000 from the effective date of this Grant Agreement unless the Recipient requests an extension in writing and the Corporation approves in writing such extension. Failure of Recipient to complete the Project within the time prescribed herein may result in Recipient's forfeiture of undisbursed Grant proceeds.

(b) *Project Completion Certificate.* The Recipient shall file within thirty (30) days of completion of the Project a certificate, in the form provided in EXHIBIT F or as may be updated by the Corporation from time to time, certifying the final Project Costs and that the Project has been completed in accordance with this Grant Agreement.

Section 4.13 Recoupment of Grant Proceeds.

The Corporation at any time may seek to recoup Grant proceeds from the Recipient if the Corporation determines that the Recipient was overpaid Grant proceeds. The Recipient's Grant Award was determined based on the Recipient's Estimated Project Costs as set forth in EXHIBIT C. If, at the time of Project completion, the actual Project Costs are less than the Estimated Project Costs or the Recipient has received additional Third-Party Funding not disclosed in EXHIBIT C, the amount of the Grant available to the Recipient pursuant to this Grant Agreement shall be adjusted downward as determined by the Corporation. If, at the time of Project completion, the actual Project Costs are more than the Estimated Project Costs or the Recipient has not received and will not receive Third-Party Funding disclosed in EXHIBIT C, the amount of the Grant available to the Recipient pursuant to this Grant Agreement may be adjusted upward as determined by the Corporation but in no event shall the Grant Award be more than that awarded to the Recipient in the Recipient's grant award letter.

Article V.
EVENTS OF DEFAULT; REMEDIES

Section 5.01 Events of Default.

The occurrence of any of the following shall be considered an Event of Default:

(a) default in the observance or performance of any covenant set forth in Article IV or of any provision hereunder dealing with the use, disposition or remittance of the proceeds of the Grant;

(b) default in the observance or performance of any other provision hereof or of any other document contemplated hereby which is not remedied within five (5) Business Days after the earlier of (i) the date on which such failure shall first become known to Recipient or (ii) written notice thereof is given to the Recipient by the Corporation;

(c) any representation or warranty made herein or in any other document contemplated hereby or in any certificate furnished to the Corporation pursuant hereto or thereto or in connection with any transaction contemplated hereby or thereby proves untrue in any material respect as of the date of the issuance or making or deemed making thereof;

(d) default shall occur under any indebtedness issued, assumed or guaranteed by the Recipient, or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness (whether or not such maturity is in fact accelerated), or any such indebtedness shall not be paid when due (whether by demand, lapse of time, acceleration or otherwise);

(e) a default or breach shall occur under any agreement or contract related to the design, construction, or operation and maintenance of the Project by any party thereto;

(f) the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property or the Project, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) take any action in furtherance of any matter described in parts (i) through (v) above;

(g) this Grant Agreement or any document contemplated hereby ceases to be in full force and effect at any time or for any reason;

(h) prior to the completion of the Project, work on the Project is abandoned or work thereon ceases for a period of more than three (3) months for any reason.

Section 5.02 Remedies.

Upon the occurrence of an Event of Default, the Corporation may take whatever action at law or in equity may appear necessary or desirable to remedy such default, in addition to the remedies below. Failure by the Corporation to exercise, or delay in exercising, any right or remedy under this Article V shall not operate as a waiver of such right or remedy.

(a) *Reimbursement of Program.* Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default, the Corporation may at its election, upon written notice to the Recipient, require the Recipient to immediately repay to the Corporation all Grant proceeds paid to the Recipient. Upon such notification, notwithstanding anything in this Grant Agreement to the contrary, such Grant proceeds shall become immediately due and repayable.

(b) *Rejection or Adjustment of Grant Payments.* The Corporation is under no obligation to make any payment of Grant proceeds upon the occurrence and during the continuance of an Event of Default and the Corporation may adjust, reject, or withhold disbursements to the Recipient.

(c) *Nonexclusive Remedy.* If the Corporation or the Agency determines that the Recipient or any authorized representative is not complying with federal or State laws, regulations or requirements or instructions of the Corporation or the Agency relating to the Project or terms of this Grant Agreement, the Corporation may, and at the direction of the Commissioner shall, in addition to exercising any or all of the remedies described herein, exercise any or all the remedies otherwise provided by federal or State Law or regulations executed subsequent hereto, at law or in equity, including but not limited to rights to seek injunctive relief or specific performance with respect to the obligations hereunder.

(d) *Right to Remedial Action.* Nothing in this Grant Agreement affects the right of the Agency or the Corporation to take remedial action including but not limited to administrative enforcement action and actions for breach of contract if the Recipient fails to carry out its obligations under this Grant Agreement.

(e) *Costs of Default.* The Recipient agrees to pay to the Corporation, as such expenses are incurred, the amount of any expenses (including but not limited to the reasonable fees and expenses of

the Corporation and attorneys representing the Corporation) incurred as a result of the Recipient's failure to comply with the terms of this Grant Agreement.

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IN WITNESS WHEREOF, the Recipient and the Corporation have each caused this Grant Agreement to be executed and delivered as of the date first written above.

VILLAGE OF SARANAC LAKE

I certify that I am authorized to sign this Grant Agreement and that I have been duly and formally delegated or designated as the authorized signatory and have the authority to agree to all of the terms and conditions of this Grant Agreement.

By: _____
John M. Sweeney
Village Manager

Notice Address:

Village of Saranac Lake
Attn: Village Manager
39 Main Street
Suite 9
Saranac Lake, NY 12983
manager@saranaclakeny.gov

**NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION**

By: _____
Sabrina M. Ty
President and CEO

EXHIBIT A PROJECT DESCRIPTION AND SCHEDULE

EPG PROJECT NO.: 80922
Recipient: Village of Saranac Lake
County: Essex

PROJECT DESCRIPTION

The Engineering Planning Grant (EPG) program will fund the development of an engineering report to evaluate options for treatment plant upgrades, including headworks, aeration, and solids handling. The engineering report will evaluate alternatives and recommend improvements to the Village of Saranac Lake's wastewater treatment system.

EXHIBIT B DEFINITIONS

EPG PROJECT NO.: 80922
Recipient: Village of Saranac Lake
County: Essex

The capitalized terms below, to the extent used in this Grant Agreement and unless otherwise defined herein, have the meanings set forth in this EXHIBIT B.

“Agency” means the New York State Department of Environmental Conservation and any entity which may succeed to its rights and duties respecting the Program.

“Authorized Person” means the person so authorized to act on behalf of the Recipient in connection with the submittal of Grant Disbursement Request Forms and/or the Project Completion Certificate.

“Clean Water Act” means the federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., as amended.

“Commissioner” means the Commissioner of the Agency.

“Corporation” means the New York State Environmental Facilities Corporation established under the New York State Environmental Facilities Corporation Act, constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as from time to time amended and supplemented., and any entity which may succeed to its rights and duties respecting the Program.

“Engineering Report” means the document or documents which determines the technical and economic feasibility of a Revolving Fund project.

“EPA” means the United States Environmental Protection Agency and any entity which may succeed to the administration of the Program.

“Estimated Project Costs” means the projected costs to the Recipient that are eligible for financial assistance under the Program; that are reasonable, necessary and allocable by the Recipient to the Project under generally accepted government accounting standards, and as set forth in the application of the Recipient, which projections are set forth in EXHIBIT C.

“Event of Default” means an event described in Article V.

“Grant” means the financial assistance provided by the Corporation to the Recipient under this Grant Agreement.

“Grant Agreement” means this Grant Agreement, as it may be amended and supplemented in accordance with the terms hereof.

“Grant Award” means the amount of Grant, as set forth in EXHIBIT D.

“Grant Disbursement Request Form” means a document, in substantially the form of EXHIBIT E, executed by an Authorized Person and submitted to the Corporation in order to obtain a Grant payment.

“In-Kind Services” means services performed by capable and qualified employees of the Recipient for technical and administrative force account as set forth in EXHIBIT C that are directly related to and in support of the Project and are deemed reasonable by the Corporation.

“Material Adverse Effect” means (a) a material adverse change in, or material adverse effect in the condition (financial or otherwise) of Recipient, (b) a material impairment of the ability of Recipient to perform its obligations under this Grant Agreement, or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against Recipient of this Grant Agreement or the rights and remedies of the Corporation.

“NYSEFC Act” means the New York State Environmental Facilities Corporation Act, constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as from time to time amended and supplemented.

“Program” means the Corporation’s Engineering Planning Grant Program.

“Project” means the project described in EXHIBIT A.

“Project Completion Certificate” means the certificate in the form attached hereto as EXHIBIT F (or as may be updated by the Corporation from time to time), certifying that the Project has been completed in accordance with this Grant Agreement.

“Project Costs” means the incurred project costs of the Recipient which are eligible for financial assistance from the Program pursuant to the Program, which are reasonable, necessary and allocable by the Recipient to the Project under generally accepted governmental accounting standards.

“Recipient” means the Grant recipient named on the cover page of this Grant Agreement.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Material.

“Resolution” means the ordinances, resolutions or other appropriate documentation of the Recipient authorizing the undertaking of the Project, any local match, the execution and delivery of this Grant Agreement, and the receipt of the Grant proceeds.

“Revolving Fund” means the New York State Water Pollution Control Revolving Fund established pursuant to the NYSEFC Act.

“Safe Drinking Water Act” means Article XIV of the Federal Public Health Services Act, 42 U.S.C. §§300f et seq. as amended.

“Smart Growth Assessment Form” means a form provided by the Corporation to the Recipient to assess any activities described in the Engineering Report for compliance with the Smart Growth Infrastructure Policy Act.

“State” means the State of New York.

“State Contract” shall have the meaning set forth in Article 15-A of the Executive Law.

“Third-Party Funding” means any grant, loan or other non-Recipient proceeds which are intended to be used to pay any costs of the Project.

“Utilization Plan” shall have the meaning set forth in Article 15-A of the Executive Law.

EXHIBIT C ESTIMATED PROJECT COSTS

EPG PROJECT NO.: 80922
 Recipient: Village of Saranac Lake
 County: Essex

	<u>COST</u> <u>(GIGP)</u>	<u>COST (EPG)</u>
CONSTRUCTION		N/A
ENGINEERING		
Inspections & Engineering Report - AES Northeast		\$24,800.00
EQUIPMENT		
LEGAL		
ADMINISTRATIVE FORCE ACCOUNT		
Town Admin Staff		\$1,450.00
TECHNICAL FORCE ACCOUNT		
WWTP Operator(s) - WWTP Inspections & coordination		\$9,750.00
OTHER (Please Specify)		
Total Project Costs:	\$0.00	\$36,000.00
Eligible Project Costs:		\$36,000.00
Grant Amount:		\$30,000.00
Minimum Required Local Share:	\$0.00	\$6,000.00
**Total Local Share:	\$0.00	\$6,000.00
Other Sources of Funding (Please Specify):		

EXHIBIT D SCHEDULE OF ADDITIONAL PROVISIONS

EPG PROJECT NO.: 80922
Recipient: Village of Saranac Lake
County: Essex

I. Definitions.

The "Grant Award" shall be equal to \$30,000.00 (THIRTY THOUSAND AND 00/100 DOLLARS).

II. Requests for Payment.

The Recipient hereby certifies that the person or persons from time to time holding the office listed below is the Authorized Person of the Recipient and is authorized to execute Grant disbursement requests on behalf of the Recipient:

TITLE: VILLAGE MANAGER

III. Special Conditions.

This Grant Agreement shall include the following special conditions:

Section 1. Special Condition Regarding the Recipient's Acquisition of Title to Project Site.

Intentionally Omitted.

Section 2. Special Condition Regarding Federal/State Permits.

Intentionally Omitted.

Section 2A. Special Condition Regarding Final Approval of New York State Office of Parks, Recreation and Historic Preservation.

Intentionally Omitted.

Section 2B. Special Condition Regarding Obligations under New York State Agriculture and Markets Law.

Intentionally Omitted.

Section 3. Special Condition Regarding Construction Contract Expenses.

Intentionally Omitted.

Section 4. Special Condition Regarding Professional Services Agreements to be furnished after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 5. Special Condition Regarding Engineering Services During Project Planning, Design, and/or

Construction.

Intentionally Omitted.

Section 6A. Special Condition Regarding the Technical Force Account Proposal to be Approved after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 6B. Special Condition Regarding the Administrative Force Account Proposal to be Approved after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 7. Special Condition Regarding Certain Equipment Cost to be Approved or Accepted after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 8. Special Condition Regarding Change Orders to be Approved or Accepted after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 9. Special Condition Regarding MWBE and EEO Requirements to be Approved or Accepted after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 10. Special Condition Regarding BAN Documentation/First Disbursement.

Intentionally Omitted.

Section 11. Special Condition Regarding Intermunicipal Agreement.

Intentionally Omitted.

EXHIBIT E FORM OF GRANT DISBURSEMENT REQUEST

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GRANT DISBURSEMENT REQUEST FORM

**Village of Saranac Lake
EPG PROJECT NO.: 80922
REQUEST NO.: _____**

Dated as of the ____ day of _____, 20

I, the undersigned and Authorized Person of the Village of Saranac Lake (the "Recipient"), hereby certify and agree as follows:

1. All representations and warranties of the Recipient as set forth in Article II of the Grant Agreement (the "Grant Agreement") dated as of May 24, 2019 between the New York State Environmental Facilities Corporation (the "Corporation") and the Recipient are still valid and effective as of today's date.

2. This request is being delivered pursuant to the Grant Agreement. All capitalized terms used but not defined herein shall have the respective meanings set forth in the Grant Agreement.

3. The Corporation is hereby requested to make a disbursement under the Grant Agreement in the amount of \$ _____ for Project Costs.

4. The above Project Costs have not been paid with the proceeds of any Third-Party Funding, except as specifically described here: _____

5. The Recipient has determined that such Project Costs are reasonable, necessary, and allocable to the Project under generally accepted governmental accounting standards. Monies requested for disbursement herein reflect actual costs for materials and services that are to be used for the sole purpose of completing the approved Project stated above and none of these monies are to be expended, in part or in full, for any other purpose.

6. This disbursement, if it is the initial disbursement of funds, will not exceed 50% of the Grant Award. The amount requested hereunder has not been included in any previous disbursement of Grant proceeds.

7. The Recipient hereby represents and warrants that it is not in default under the Grant Agreement, that no event has occurred which, with the passage of time or the giving of notice or both, would become a default thereunder, that it has performed all of the covenants and agreements that it is required to perform under the Grant Agreement, that the making of the payment requested has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the payment hereby requested, which would constitute a breach or a default under the Grant Agreement.

8. Based upon information provided by the Recipient's engineer for the Project, as applicable, all amounts requested hereunder are for eligible Project Costs which have not been included in any previous disbursement of Grant proceeds. If this is the final Grant Disbursement Request Form being submitted by the Recipient, the Recipient has submitted a final Engineering Report and Smart Growth Assessment Form for the Project..

9. **(If applicable):** A description of any and all In-Kind Services to be used in connection with the Project is attached hereto.

10. **(If requesting payment for costs of construction):**

(a) As of the date hereof, the Recipient holds, and will retain, a legal and valid fee simple title or other estate or interest in the site(s) of the Project, including all necessary easements and/or rights-of-way, as are or will be necessary for the Recipient's continued undisturbed use and possession of the site(s) of the Project during the construction, operation and maintenance of the Project.

(b) The Recipient has obtained all licenses, permits or other approvals required as of the date hereof to undertake the Project.

(c) The payment requested does not include any costs of construction (other than costs of planning and design) associated with plans and specifications which have not been accepted by the Agency or the Corporation.

(d) The Recipient has complied with all applicable public bidding requirements in connection with the Project including, but not limited to, the requirements of General Municipal Law Section 101.

11. **(If requesting payment for costs associated with professional services agreement):** The payment requested does not include any costs incurred pursuant to any professional services agreements which have not been furnished to the Corporation.

12. **(If requesting payment for costs for engineering services associated with inspection and services during construction):** The payment requested does not include any costs incurred pursuant to any professional services agreement pertaining to inspection and engineering services during construction of the Project which has not been reviewed and so accepted by the Corporation.

13. **(If requesting payment for costs associated with technical force account work):** The payment requested does not include any costs of construction (other than costs of planning and design) associated with the technical force account proposal which has not been approved by the Corporation.

14. **(If requesting payment for costs for equipment):** The payment requested does not include any costs for equipment which have not been accepted and approved by the Agency or the Corporation.

15. The Recipient is in compliance with all minority- and women-owned business enterprise ("MWBE") and equal employment opportunity ("EEO") requirements applicable to the amount requested; specifically, the Recipient has provided the Corporation with a Utilization Plan or documentation of good faith efforts for MWBE participation for the amount requested, an EEO policy statement, and an EEO staffing plan, as applicable, which has been approved by the Corporation.

Date: _____

VILLAGE OF SARANAC LAKE

By: _____

Name (Please Print): _____

Title:

INSERT COST SUMMARY HERE

EXHIBIT F FORM OF PROJECT COMPLETION CERTIFICATE

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PROJECT COMPLETION CERTIFICATE
Village of Saranac Lake
EPG PROJECT NO.: 80922

I, the undersigned and Authorized Person of the Village of Saranac Lake (the "Recipient"), hereby certify as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Grant Agreement between the Corporation and the Village of Saranac Lake dated as of May 24, 2019.
2. The Recipient received no Third-Party Funding that was not already disclosed to the Corporation and included in EXHIBIT C.
3. The Recipient received no moneys from another source for the same costs for which it submitted a Grant Disbursement Request Form to the Corporation.
4. All equipment and facilities paid for in whole or in part with Grant proceeds were and are being used solely for Project purposes.
5. The project has been fully completed in accordance with the requirements set forth in the Grant Agreement dated as of May 24, 2019 between Village of Saranac Lake and the Corporation.
6. Recipient met the MWBE participation goals of the approved Utilization Plan for each contract or otherwise received a valid waiver.

I hereby affirm under penalty of perjury that I am an Authorized Person of Village of Saranac Lake, authorized to make the above certifications and that information provided on this Project Completion Certificate and all attachments, if any is true to the best of my knowledge and belief. I am aware false statements made in this Certificate are punishable pursuant to Section 210.45 of the Penal Law.

VILLAGE OF SARANAC LAKE

By: _____
Authorized Person
Printed Name: _____
Title: Village Manager

**EXHIBIT G REQUIRED CONTRACT LANGUAGE FOR PROJECT CONTRACTS AND
SUBCONTRACTS FUNDED BY THE PROGRAM**

The Recipient agrees to include the following provisions in all contracts and subcontracts which are to be paid with funds provided pursuant to this Grant Agreement.

**SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION
OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED
BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP
MEMBERS AND WOMEN**

The Minority- and Women- Owned Business Enterprises (“MWBE”) and Equal Employment Opportunities requirements of this section apply to Contractors and Subcontractors working pursuant to:

(1) construction Contracts greater than \$100,000; and (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$100,000,

OR

(1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than \$25,000; and (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.

B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

C. If any terms or provisions herein conflict with Executive Law Article 15-A or the MWBE Regulations, such law and regulations shall supersede these requirements.

D. Upon request from the Recipient’s Minority Business Officer (“MBO”) and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the State financial assistance Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these

purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to State financial assistance projects.

2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this State financial assistance project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. Required EEO Forms

1. EEO Staffing Plan – for non-construction Contracts and Subcontracts only

To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

2. EEO Workforce Employment Utilization Report ("Workforce Report")

a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a quarterly basis for non-construction Contracts/Subcontracts and on a monthly basis for construction Contracts/Subcontracts during the term of the Contract.

b. Separate forms shall be completed by Contractor and any Subcontractor.

c. Pursuant to Executive Order No. 162, Contractors and Subcontractors are required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

d. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor’s and/or Subcontractor’s total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor’s and/or Subcontractor’s total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor’s total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation (“MWBE Combined Goals”) based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
Clean Water State Revolving Fund, Drinking Water State Revolving Fund, & Green Innovation Grant Program	20%
NYS WIIA Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Intermunicipal Grants (grant only)	Clean Water project 24% Drinking Water project 24%
NYS financial assistance only	30%
Engineering Planning Grant	30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals. For construction Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD’s Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.

5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient

or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to Contractors and Subcontractors working pursuant to:

- (1) construction Contracts greater than \$100,000; and (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$100,000,

OR

- (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than \$25,000; and (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

Contractors and Subcontractors are required to comply with New York State Executive Law Article 17-B and 9 NYCRR Part 252 for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.

II. Contract Goals

- A. EFC hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/Veterans/default.asp>.

B. Pursuant to 9 NYCRR § 252.2(n), Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

III. SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Contractor represents and warrants that it has submitted a completed SDVOB Utilization Plan to Recipient prior to the execution of this Contract.

B. Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

C. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

D. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient’s MBO. Contractor shall indicate the changes to the MBO in the next Monthly SDVOB Contractor Compliance Report after the changes occurred. At EFC’s discretion, an updated SDVOB Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.

E. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the SDVOB Utilization Plan to the MBO within 30 days of their execution.

IV. Request for Waiver

A. If Contractor, after making good faith efforts, is unable to comply with the SDVOB Contract goals, Contractor may submit a request for a partial or total waiver to the Recipient, documenting good faith efforts by Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Recipient, but must be made no later than prior to the submission of a request for final payment on the Contract.

C. If the Recipient, upon review of the SDVOB Utilization Plan and Monthly SDVOB Contractor Compliance Report determines that Contractor is failing or refusing to comply with the SDVOB Contract goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB Contract goals.

V. Monthly SDVOB Contractor Compliance Report (“Monthly SDVOB Report”)

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report monthly SDVOB contractor compliance to the Recipient during the term of the Contract for the preceding month’s activity, documenting progress made towards achieving the Contract SDVOB goals. The Contractor agrees to submit a report on to the Recipient by the third business day following the end of each month over the term of this Contract. The Monthly SDVOB Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly SDVOB Report must reflect all Utilization Plan revisions and change orders.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

EXHIBIT H LOBBYING CERTIFICATION

Intentionally Omitted.

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.

Resolved, that Michael Lynch is hereby appointed by the Mayor, with majority affirmation of the Board of Trustees, to be a Village Marriage Official, with the perquisite authority to officiate marriage ceremonies within the Village of Saranac Lake for a term of one-year, commencing May 23, 2019 and expiring May 23, 2020, without pay.

**RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR VILLAGE
EMPLOYEES TO ATTEND SUNY MORRISVILLE FOR REVIEW CLASS For
ABC EXAM**

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

NOW THEREFORE BE IT RESOLVED, Preston Darrah and Nic Peletiere WWTP Operators are hereby approved to register and attend the Review Class for ABC Exam on June 14, 2019 at SUNY Morrisville and,

BE IT FURTHER RESOLVED, the registration fee of \$472.00 which includes registration, training, lodging and meals will be taken from 005-8130-0406 sewer fund budget, travel and training line item.

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

SUBJECT: Teamsters Local 687 Agreement

FOR AGENDA OF 5/28/2019

DEPT OF ORIGIN: Village Manager/Treasurer

BILL # 13-2019

DATE SUBMITTED: 5/22/19

EXHIBITS: 5/21/19 MOA

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Board approval and authorization of the Village Manager to sign Collective Bargaining Agreement between the Village and Teamsters Local 687.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
Approve and authorize the Village Manager to sign
Collective Bargaining Agreement
between the Village and Teamsters Local 687**

WHEREAS, The Village and Teamsters Local 687 have negotiated modifications and provisions to the current Collective Bargaining Agreement, and

WHEREAS, The negotiations resulted in a signed Memorandum of Agreement dated May 21, 2019, covering the term of June 1, 2017 through May 31, 2023, and

WHEREAS, The Union Membership has ratified and approved the Agreement,

NOW, THEREFORE BE IT RESOLVED, The Village Board of Trustees hereby approves the Memorandum of Agreement by and between the Village of Saranac Lake and Teamsters Local 687, and authorizes the Village Manager to sign the Collective Bargaining Agreement incorporating the stated provisions.

MEMORANDUM OF AGREEMENT

By and Between

Village of Saranac Lake and

Teamsters Local 687

The January 1, 2014 through May 31, 2017 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable. This agreement is subject to ratification and approval of Union Membership and Village Board. Members of the negotiation team agree to support ratification/approval.

1. **Term of Agreement.** June 1, 2017 through May 31, 2023.

2. **Wages.**

Effective June 1, 2017, the salary schedule shall be increased by 2.00%.

Effective June 1, 2018, the salary schedule shall be increased by 2.00%.

Effective June 1, 2019, the salary schedule shall be increased by 2.00% + \$.17/hr.

Effective June 1, 2020, the salary schedule shall be increased by 2.00% + \$.17/hr.

Effective June 1, 2021, the salary schedule shall be increased by 2.00% + \$.17/hr.

Effective June 1, 2022, the salary schedule shall be increased by 2.00% + \$.20/hr.

3. **Article 30, Longevity.**

Effective June 1, 2017, any employee who has been a permanent employee of the Village of Saranac Lake for more than nine (9) months on June 1 (beginning of fiscal year) will be eligible for an increment and shall be paid at the rate of \$104 per year for years 1 through 15. Effective June 1, 2017, members of the bargaining unit shall be paid \$124.80 per year after 15 years of service, for all years of service (including 1 through 15). The number of years shall be multiplied by the longevity rate divided

5/21/19

by the yearly regular hours of the employee. All fulltime employees' yearly hours shall be 2,080 hours and fire drivers shall be 3,504 hours. Yearly hourly rate shall be used for regular and overtime hours worked. The Village will add the increment to the employee's yearly base pay on the first pay period in June. Employees shall receive an increment for each year of service while employed by the Village of Saranac Lake. The longevity clause is made solely on the number of years of service of an employee with the Village.

4. **Article 9, Section 3, Transfer and Promotion** - modify to provide as follows:

(a) If an employee (in all City Departments except DPW) is temporarily or permanently assigned to a higher classification or occupation for one (1) day or more, said employee shall receive the higher rate of pay beginning from the first day of assignment. The method used to determine this rate is as follows:

The difference between the employee's current step and grade and Step 1 of the higher classification (see chart) will be added to the employee's currently hourly rate, plus the employee's longevity.

(b) If an employee in the DPW is temporarily or permanently assigned by the supervisor and DPW Superintendent to a higher classification or occupation for more than four (4) hours in a work day, said employee shall receive the higher rate of pay beginning from the first hour of assignment. The method used to determine this rate shall be as set forth in (a) above.

5. **Article 9, Section 4, Transfer and Promotion.**

Eliminate reference to "red circled" employees.

6. **Article 10, Section 1, Discipline and Discharge** - modify first sentence to provide as follows:

5/21/19

"The Village shall notify an employee in writing of its intention to take disciplinary action against the employee within 60 calendar days of the occurrence of the event which gave rise to the disciplinary action.

7. **Article 12, Section 3, Work Schedules.**

Eliminate reference to dispatcher position.

8. **Article 13, Section 1, Length of Tours.**

Modify Section 8 and Community Development to 8 hours a day with a 1 hour unpaid lunch period over a 9-hour period.

9. **Article 18, Section 8, Vacations.**

Eliminate reference to fire drivers hired prior to 6/1/85.

10. **Article 19, Section 4, Sick Leave** - modify by adding last sentence as follows:

In no event may leave under this provision exceed six (6) months.

11. **Article 28, Clothing Allowance.**

Delete Sections 1 - 3.

Section 4 shall become Section 1 and provide as follows:

The mechanics shall retain the current benefits and clothing.

Office personnel shall receive a yearly clothing allowance of \$200.00. All other employees shall receive a yearly clothing allowance of \$425.00. Employees shall receive one-half of the allowance in November and one-half of the allowance in May of each year. In order to be eligible to receive the allowance, employees must be on the payroll on the payment date. All newly hired employees shall receive the yearly allowance pro-rated at the time of hire. The allowance provided for in this provision shall be for the purchase of all uniforms, boots, dry cleaning, etc. All employees shall be required to wear appropriate work and/or business attire.

5/21/19

The Village shall continue to provide t-shirts, winter/foul weather outwear, and turn out gear for fire drivers. Mechanics and employees of the DPW shall, in addition to the above, receive a \$100 boot allowance per year paid upon submission of paid receipt.

The parties to agree to meet in Labor Management by August 1, 2019 to discuss application of the clothing allowance.

12. Article 34, Section 2, Job Safety.

Add standard, non-prescription eye protection.

13. Article 25, Section 3, Dental Insurance.

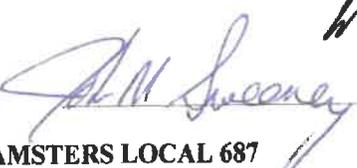
Change SEIU Benefit Plan to Standard Dental Plan. The Union shall notify the Village by July 1, 2019 which Dental Plan Option it shall select (Standard #1 or Standard #2).

14. Article 6, Union Security

Update Language in final agreement.

Dated: May 21, 2019

VILLAGE OF SARANAC LAKE

By:  

TEAMSTERS LOCAL 687

Dated: May 21, 2019

By: 

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO HIRE
FOR POLICE DEPARTMENT POSITION

WHEREAS, The Village of Saranac Lake has an open Civil Service position within the Police Department, a Police Officer.

WHEREAS, The Chief of Police has recommended Aaron Sharlow to be hired to fill the current full time position of Police Officer, and,

WHEREAS, Mr. Sharlow has passed the Civil Service Test and his appointment will be subject to his successful completion of a physical fitness test, medical examination and drug screening done through Franklin County Civil Service, and,

WHEREAS, Mr. Sharlow will attend the police academy beginning June 3, 2019 in Plattsburgh, and

WHEREAS, Mr. Sharlow will be hired probationary as per Civil Service, minimal 8 weeks up to the maximum of 26 weeks as needed, and,

WHEREAS, Benefits will be defined by the Police Benevolent Association Union Contract.

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees authorizes the Village Manager to hire Aaron Sharlow as per the Police Benevolent Association Union Contract as a Recruit/Academy with Civil Service Probation period of minimal 8 weeks up to the maximum of 26 weeks.

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

SUBJECT: Historic Saranac Lake Letter of Support Date: 5/28/19

DEPT OF ORIGIN: Village Manager

Bill # 65-2019

DATE SUBMITTED: 05/23/19

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT:

A resolution authorizing the Mayor to submit a letter of support on behalf of Historic Saranac Lake's Adirondack Park Community Smart Growth Grant Application to help fund integrated site planning by an architect and engineer at Historic Saranac Lake's museum campus in the Village of Saranac Lake.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

**RESOLUTION TO SUPPORT HISTORIC SARANAC LAKE'S ADIRONDACK PARK
COMMUNITY SMART GROWTH GRANT APPLICATION**

WHEREAS, Historic Saranac Lake has undertaken steps to secure the former home and medical office of Dr. E. L. Trudeau, world prominent physician and scientist, to renovate and turn into a museum; and

WHEREAS, Historic Saranac Lake is submitting an Adirondack Park Community Smart Growth Grant Application to continue the Trudeau Building Museum project at 118 Main Street with integrated site planning. Historic Saranac Lake is taking the initiative to carefully design a site plan that compliments the historic downtown and existing village-wide planning efforts; and

WHEREAS, the project will expand business and grow jobs. Historic Saranac Lake will double their presence as a museum and cultural center and create at least one full time job and one additional seasonal part time job; and

WHEREAS, this project is consistent with the Village's Downtown Revitalization Initiative, and the Bicycle and Pedestrian Trail Master Plan; and

WHEREAS, the project will promote Smart Growth Principles; and

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees authorizes the Mayor to submit a letter of support for Historic Saranac Lake's Adirondack Park Community Smart Growth Grant Application.



Capital of the Adirondacks™

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

TO: Department of Environmental Conservation

FROM: Clyde Rabideau, Mayor of the Village of Saranac Lake

DATE: May 28, 2019

RE: Historic Saranac Lake's Application to the 2019 Adirondack Park Community Smart Growth Grant Program

On behalf of the Village of Saranac Lake, I am writing to express my support for Historic Saranac Lake's application for a DEC Smart Growth grant to support integrated site planning at Historic Saranac Lake's museum campus.

In 2019, Historic Saranac Lake purchased the Trudeau Building at 118 Main Street for expansion of their museum at the neighboring Saranac Laboratory Museum. This project will create a museum campus in the heart of historic downtown Saranac Lake that will attract arts and culture tourism to the village.

Historic Saranac Lake's project received a major EPF grant from NYS Office of Parks, Recreation, and Historic Preservation to support acquisition and rehabilitation. HSL has leveraged over \$350,000 in private support to date. Recognizing the project's importance to the economic growth our community, the Village endorsed the project as a priority project for the Downtown Revitalization Initiative, and the State is currently making funding decisions for the DRI.

Site planning is a crucial element of this project, and this grant support will make sure that it is done right. HSL recognizes that careful site plan design is important for this location because of its central location downtown, its historical importance, and the potential impact on the patterns of vehicle, bicycle and pedestrian circulation. The project represents an opportunity for transforming a key location in the village by implementing Smart Growth principles. The Village is pleased to see that HSL is taking the initiative to carefully design a site plan that compliments existing village-wide planning efforts.

Through this project, HSL will connect the site with the village's "Decidedly Different" brand. HSL will also integrate the museum campus with the Bicycle and Pedestrian Trail Master Plan. The project builds upon HSL's work to establish the Church Street Historic District and the adjacent Berkeley Square Historic District. This project will define the key historic characteristics of the Church Street and Berkeley Square historic districts and their relationship to the site design of the HSL museum campus.

The Smart Growth grant supports a crucial element of the project. It will support design of an integrated site plan that compliments the Village of Saranac Lake's Downtown Revitalization Strategy.

Sincerely,

Clyde Rabideau, Mayor
Village of Saranac Lake

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

SUBJECT: Adirondack Loon Center Letter of Support Date: 5/28/19

DEPT OF ORIGIN: Village Manager

Bill # 66-2019

DATE SUBMITTED: 05/23/19

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT:

A resolution authorizing the Mayor to submit a letter of support on behalf of Adirondack Center for Loon Conservation's Adirondack Park Community Smart Growth Grant Application to support staff funding and expand the educational and retail capacity of the Adirondack Loon Center in the Village of Saranac Lake.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

**RESOLUTION TO SUPPORT THE ADIRONDACK CENTER FOR LOON
CONSERVATION'S ADIRONDACK PARK COMMUNITY SMART GROWTH GRANT
APPLICATION**

WHEREAS, the Adirondack Center for Loon Conservation (the 'Center') undertakes important educational and advocacy work to protect the loon population in the Adirondacks and educate visitors; and

WHEREAS, the Center is submitting an Adirondack Park Community Smart Growth Grant Application to expand the educational and retail capacity of the Adirondack Loon Center in the Village of Saranac Lake and support the funding of staff who operate the Center as an environmental education center and a loon-oriented retail store; and

WHEREAS, the funding will help strengthen the local economy and also increase the attractiveness of Saranac Lake as a tourist destination; and

WHEREAS, this project is consistent with the Village's Downtown Revitalization Initiative and Comprehensive Plan; and

WHEREAS, the project will promote Smart Growth Principles; and

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees authorizes the Mayor to submit a letter of support for the Adirondack Center for Loon Conservation's Adirondack Park Community Smart Growth Grant Application.



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May 28, 2019

Dr. Nina Schoch, Executive Director
Adirondack Center for Loon Conservation
15 Broadway
Saranac Lake, NY 12983

Re: 2019 Adirondack Park Community Smart Growth Grant Program

Dear Dr. Schoch,

The Village of Saranac Lake is pleased to support the Adirondack Center for Loon Conservation in its application for Smart Growth funding. The proposed project, titled "*Adirondack Loons – an Educational Tool to Connect Adirondack Communities and the Environment*" will expand the educational and retail capacity of the Adirondack Loon Center.

This project exemplifies the goals of the Smart Growth program as it (1) enhances a unique and age-friendly tourist attraction in Saranac Lake and the Adirondack Park; (2) increases public awareness of key natural resources in the Park and inspires public involvement in environmental conservation and protection throughout the Park; and (3) contributes to the economic vitality of the Village of Saranac Lake through its retail sales at the Loon Center gift shop.

Since opening its doors in the summer of 2016, the Adirondack Loon Center has become a vibrant member of our business community and has contributed to the revitalization of two underutilized storefronts in our Village. We are very impressed by the significant growth the Center has experienced over the last three years – in both sales (more than doubling its gross revenue) and visitation (almost tripling the number of visitors to the Center), which has added to our local economy and also increased the attractiveness of Saranac Lake as a tourist destination. Additionally, we congratulate the Adirondack Center for Loon Conservation on becoming an independent nonprofit organization in the spring of 2017, and increasing your staff from two year-round positions to five employees.

Your proposed Smart Growth project will lead to expanding the educational capacity of the Adirondack Loon Center by supporting your retail/educational staff positions, enriching the quality and "look" of the retail store through establishing a consistent theme of retail and exhibit furniture, and adding several new exhibits to the Center. The Village of Saranac Lake is pleased to this project, which is consistent with the Village's Downtown Revitalization Initiative and Comprehensive Plan.

We enthusiastically support your Smart Growth project to expand the retail and educational capacity of the Loon Center in the Village. If you have any questions, please contact me at (518) 891-4150.

Sincerely,

Clyde Rabideau, Mayor
Village of Saranac Lake

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

SUBJECT: Pendragon Letter of Support

Date: 5/28/19

DEPT OF ORIGIN: Village Manager

Bill # 67-2019

DATE SUBMITTED: 05/23/19

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT:

A resolution authorizing the Mayor to submit a letter of support on behalf of Pendragon Theatre's Adirondack Park Community Smart Growth Grant for water management, environmental remediation, and environmentally-sensitive construction in order to move the theater to the new Woodruff Street location.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

**RESOLUTION TO SUPPORT PENDRAGON THEATRE'S ADIRONDACK PARK
COMMUNITY SMART GROWTH GRANT APPLICATION**

WHEREAS, Pendragon Theatre is a non-profit professional theater based in Saranac Lake and is an important anchor institution for the arts; and

WHEREAS, Pendragon seeks to relocate to Downtown Saranac Lake and renovate and occupy an existing building; and

WHEREAS, Pendragon Theatre is submitting an Adirondack Park Community Smart Growth Grant Application for water management, environmental remediation, and environmentally-sensitive construction needed in order to move the theater to the new Woodruff Street location.; and

WHEREAS, the Village of Saranac Lake has recognized the need to expand arts and culture offerings as a strategy for downtown revitalization; and

WHEREAS, Pendragon Theatre is a key component of the Village's Downtown Revitalization Initiative; and

WHEREAS, the project will promote Smart Growth Principles.

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees authorizes the Mayor to submit a letter of support for Pendragon Theatre's Adirondack Park Community Smart Growth Grant Application.



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May 28, 2019

Holly Wolff
Pendragon Theatre
15 Brandy Brook Ave
Saranac Lake, NY 12983

Subject: Support for Pendragon Theatre grant application for DEC Smart Growth Initiative.

Dear Ms. Wolff,

Pendragon Theatre's plans for a destination regional theatre in downtown Saranac Lake are consistent with the Village of Saranac Lake plans including the Arts and Culture Master Plan, the Comprehensive Plan, and the Downtown Strategic Investment Plan. Saranac Lake's support for this project is best demonstrated by the designation as a priority project by the Downtown Revitalization Initiative (DRI) Local Planning Committee and recommendation for significant funding as part of DRI. This adaptive reuse of an existing building is in a priority area for redevelopment in Saranac Lake and complements nearby private and public investment. The project also promotes a walkable downtown.

The project is consistent with a number of Smart Growth principles including utilization of green building design, creation of walkable neighborhoods, fostering a strong sense of place, and encouraging downtown development.

The proposed building will seek a USGBC LEED TM Rating of Silver or better. This will significantly reduce energy requirements compared to the applicable energy building code (IECC 2015) and the reduction in fossil fuel use will result in less carbon being released, mitigating the impact of climate change. The project will also pursue LEED credits for water use reduction using low flow plumbing fittings and fixtures, as well as drought-tolerant landscaping.

The Village of Saranac Lake looks forward to the increased economic activity that Pendragon's presence will bring to downtown. The Village strongly supports Pendragon Theatre's application to the Adirondack Park Community Smart Growth Grant Program.

Sincerely,

Clyde Rabideau, Mayor
Village of Saranac Lake

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

SUBJECT: BETA Letter of Support

Date: 5/28/19

DEPT OF ORIGIN: Village Manager

Bill # 68-2019

DATE SUBMITTED: 05/23/19

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT:

A resolution authorizing the Mayor to submit a letter of support on behalf of the Barkeater Trails Alliance's Adirondack Park Community Smart Growth Grant Application to make trail connections to the hamlet area of Saranac Lake.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

RESOLUTION TO SUPPORT BETA'S ADIRONDACK PARK COMMUNITY SMART GROWTH GRANT APPLICATION

WHEREAS, BETA has successfully built over 10 miles of trail in the Saranac Lake area and these trail systems have created new recreation opportunities in the community and have resulted in an increase in visitation and economic impact; and

WHEREAS, BETA is submitting an Adirondack Park Community Smart Growth Grant Application to complete and maintain community connector trails in Saranac Lake, Wilmington, Lake Placid and Elizabethtown; and

WHEREAS, the hard work of the BETA professional trail crew, thousands of hours of BETA volunteer work and strong support from local governments has led to the creation of a trail system that is approaching a density level that will designate the Adirondack Park as a northeast mountain bike destination. This will draw a new recreational user group to the Park into areas not experiencing high use; and

WHEREAS, this project is consistent with the Village's Bicycle and Pedestrian Trail Master Plan; and

WHEREAS, the project will promote Smart Growth Principles; and

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees authorizes the Mayor to submit a letter of support for BETA's Adirondack Park Community Smart Growth Grant Application.



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May 28, 2019

Josh Wilson
Executive Director
Barkeater Trails Alliance (BETA)
P.O. Box 843
Lake Placid, NY 12946

Dear Mr. Wilson,

This letter is to confirm that the Village of Saranac Lake is in full support of the Barkeater Trails Alliance's (BETA) 2019 Smart Growth Grant application for \$75,000 to implement approved trail projects in the Saranac Lakes Wild Forest and to make trail connections to the hamlet area of Saranac Lake. BETA has successfully built over 10 miles of trail in the Saranac Lake area, at Mt. Pisgah and Dewey Mountain recreation areas. These trail systems have created new recreation opportunities in the community and have resulted in an increase in visitation and economic impact.

The Saranac Lake Wild Forest trails are the last remaining "piece of the pie" in a mountain bike specific multi-use trail system that exceeds 75 miles of trails across multiple municipalities in Essex and Franklin counties. Due to the hard work of the BETA professional trail crew, thousands of hours of BETA volunteer work and strong support from local governments this trail system is approaching a density level that will designate the Adirondack Park as a northeast mountain bike destination. This will draw a new recreational user group to the Park into areas not experiencing high use. This will help disperse visitation and broaden economic activity.

Grant funding is critical to continue BETA's work and ensure the sustainability of the trail system. BETA is seeking funding to complete and maintain community connector trails in Saranac Lake, Wilmington, Lake Placid and Elizabethtown. Their work will finalize trail projects that link the hamlets through private land and municipal land to the Forest Preserve, address natural resource impacts related to new trail development and ensure long term viability. BETA is also proposing to partner with municipalities to prepare emergency response maps to identify best routes for emergency providers to access different trail zones - thereby expediting response times.

Adirondack communities and the State of New York stand to benefit significantly from the completion of this regional project. The Village of Saranac Lake strongly supports BETA's 2019 Smart Growth Grant Proposal.

Respectfully,

Clyde Rabideau, Mayor
Village of Saranac Lake

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

SUBJECT: CDBG Project Agreement Date: 05-28-19
DEPT OF ORIGIN: Village Manager Bill # 69 -2019
DATE SUBMITTED: 05-23-19 EXHIBITS: Project Agreement

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED
--------------------------	---------------------	---------------------------

Resolution authorizing the Village Manager to execute the Project Agreement between the Village of Saranac Lake and the Saranac Lake Resort Owner. The Village was awarded a Community Development Block (CDBG) Grant through the NYS Office of Community Renewal for eligible Economic Development activities on behalf of the Saranac Lake Resort. The Project Agreement outlines how the Village will administer and distribute funds for the Saranac Lake Resort Project.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____
TRUSTEE SHAPIRO _____
TRUSTEE MURPHY _____
TRUSTEE VAN COTT _____
TRUSTEE LITTLE _____

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

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

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

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

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

WHEREAS, the Village of Saranac Lake will reimburse the Lake Flower Resort for the purchase of FFE based on job creation targets at a rate of \$15,000 per FTE after all documentation of purchases and job creation has been submitted and approved as outlined in the attached Agreement.

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

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

SUBJECT: OCR Grant Application

FOR AGENDA OF 5/28/2019

DEPT OF ORIGIN: Village Manager

BILL # 70 -2019

DATE SUBMITTED: 5/24/19

EXHIBITS: 5/21/19 LOA

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Board approval and authorization of the Village Manager to sign AES LOA 2019-030 for OCR Grant Application

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
Approve and authorize the Village Manager to sign
AES Letter of Authorization**

Whereas, the New York State Community Development Block Grant (CDBG) program is administered by the New York State Office of Community Renewal (OCR), and

Whereas, the CDBG program will make available to eligible local governments approximately \$20 million this program year for housing, economic development, public facilities, public infrastructure, and planning activities, and

Whereas, the Village of Saranac Lake is an eligible applicant for the CDBG program, and

Whereas, AES Northeast offers to submit an application on behalf of the Village of Saranac Lake for work associated with Payeville Lane, as outlined in their Letter of Authorization 2019-030,

Now, Therefore Be It Resolved, the Village of Saranac Lake Board of Trustees approves of and authorizes the Village Manager to sign the Letter of Authorization 2019-030.



Date: May 21, 2019

LETTER OF AUTHORIZATION NO. 2019-030

TO: **John Sweeny, Village Manager**
Village of Saranac Lake
39 Main Street
Saranac Lake, NY 12983

RE: Project Identification No. **LOA # 2019-030**

1. AUTHORIZATION REQUEST:

In accordance with our Term Agreement, dated January 1, 2019, reference No. 3853 between the **Village of Saranac Lake** (Owner) and **Architecture, Engineering, and Land Surveying Northeast, PLLC (AES Northeast)** (Consultant) for providing periodic Professional Services, we enclose one (1) copies of this Letter of Authorization (LOA) to furnish professional services in connection with a Grant Application.

2. SCOPE OF SERVICES:

The Scope of this LOA is described below:

AES Northeast shall apply and administer for the following grants

- a. **OCR Grant for work associated with Payville Ln. This grant is part of the NYS CFA process and is for \$1,000,000.**
- b. **Grant App: \$2500**
- c. **Grant Administration: \$15,000.00**

3. OWNER'S RESPONSIBILITIES:

Town's responsibilities shall be as described in the Term Agreement and Supplemented below.

- a. **Conduct a public hearing notices, Affidavit of publication, List of attendees and hearing minutes. See exhibit A for the specific details.**
- b. **Public hearing must occur no later than by July 1,2019**

4. PERIOD OF SERVICES:

Services specified herein will be performed as follows:

Grant application within three (3) months from authorization of this LOA.

Grant administration will be up to twenty four months (24) from award of grant

5. PAYMENTS:

Payments shall be made in accordance with the Cost Reimbursement Payment Method defined in the Term Agreement, along with hourly rates listed under the Appendix 1 of the Term Agreement. The total estimated fees for the scope defined in Section 2, herein are:

Total Estimated Fee is Two Thousand, Five Hundred dollars and zero cents (\$2,500.00), including all Reimbursable Expenses.

- a. The expected reimbursables for the scope defined in Section 2, herein are as follows;
 - a. **None**

6. GENERAL CONSIDERATIONS:

The Consultant designates Paul DeDominicas, as the person who will be responsible for coordinating the services rendered by the Consultant for the Project.

7. SPECIAL PROVISIONS:

The following Special Provisions for the Task or Project shall serve to amend affected portions of the Term Agreement where applicable, the unaltered portions thereof to remain in force:

- A. **None**

8. EXCLUSIONS:

Any services not specifically outlined in Section 2 AND the following:

- a. **None.**

Your signature, in the space provided below, will signify approval of the terms and conditions of this LOA, which, together with the Term Agreement and any Attachments identified below, will constitute Letter of Authorization No. 2019-029.

Please return one (1) copy of this request to our office together with the executed attachments, if applicable.

Village of Saranac Lake:

AES NORTHEAST, PLLC:

(Signature)



(Signature)

By: **John Sweeny**

By: Bradley Noviski

Title: **Village Manager**

Title: Associate, Project/Program Manager

Dated: _____

Date: 5/21/2019

ATTACHMENTS:

- a. CDBG OCR Pre-Application Requirement

CDBG OCR Pre-Application Requirements:

Prior to submitting an application for funding, applicants must comply with citizen participation requirements pursuant to 24 CFR 570.486 and NYS Homes and Community Renewal's Citizen Participation Plan. These require applicants to follow a citizen participation plan providing for a minimum of one public hearing (one in each jurisdiction of a joint application) held prior to the submission of an application and making the application available to the public for inspection at the municipal office(s). The public hearing is held to provide an opportunity for citizen feedback on the community and economic development needs of the applicant community and any proposed project(s). When issuing the notice and holding the public hearing, please note the following:

- Public hearings must be held by a quorum of the legislative body of the eligible applicant, not by a department or arm of the local government, a Subrecipient or other related organization;
- The notice for the hearing must specifically mention the municipality's intent to apply for NYS CDBG funds, and must identify activities that may be applied for during the current program year;
- Public hearings must be held in a location accessible to persons with disabilities and/or provide reasonable accommodations to allow all interested parties to participate;
- The municipality must provide a minimum seven (7) day period between the publication of the hearing notice and the hearing itself. Note that the date of publication is day "zero"
- The hearing notice must be conspicuously posted in one or more public locations at least seventy-two (72) hours prior to the actual hearing. This may also be accomplished by posting to the municipal website;
- The public hearing must be conducted at least two (2) weeks prior to finalizing an application; The municipal resolution authorizing the public hearing, the hearing notice, affidavit of publication, list of attendees, and hearing minutes, must be included as an attachment to this CFA; and
- A copy of the application must be available for public inspection at the municipal office(s).

Upon award, continued compliance with Citizen Participation is required, which means that a recipient of NYS CDBG funds must issue a public hearing notice and hold a minimum of one additional public hearing during the implementation of the project to report project accomplishments. For planning related activities, the applicant should plan on providing public input opportunities throughout the planning process.

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
CALL FOR PUBLIC HEARING
Community Block Grant (CDBG) Application**

SUBJECT: PUBLIC HEARING – Community Block Grant Application
FOR AGENDA OF 5/28/2019

DEPT OF ORIGIN: VILLAGE MANAGER BILL # 71 -2019 .

DATE SUBMITTED: 5/24/2019 EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0.00

SUMMARY STATEMENT

Call for a public hearing regarding submission of CDBG application

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

**SARANAC LAKE VILLAGE BOARD OF TRUSTEES
RESOLUTION CALLING FOR A PUBLIC HEARING ON
Submission of CDBG Application**

WHEREAS, The Village of Saranac Lake Board of Trustees is always looking for input from its constituents;

WHEREAS, It is the responsibility of the Village of Saranac Lake Board of Trustees to ensure an adequate level of services to the community at a reasonable costs;

WHEREAS, The Village of Saranac Lake Board of Trustees is continually searching for new revenue sources while maintaining a reasonable budget to keep spending down,

WHEREAS, The Village Board of Trustees goal is to strike a balance between an adequate level of service, our existing resources, both financial and labor, and the relative cost to the community;

NOW, THEREFORE BE IT RESOLVED, the Village Board of Trustees will set a Public Hearing for Monday, June 10, 2019 at 5:30pm regarding the proposed submission of a Community Development Block Grant application, for infrastructure work associated with Payeville Lane.

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

SUBJECT: DAB Member

Date: 05/28/19

DEPT OF ORIGIN: Village Manager

Bill # 72-2019

DATE SUBMITTED: 05/23/19

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED: \$

SUMMARY STATEMENT:

A resolution accepting the resignation of Greg Moore from the Downtown Advisory Board and appointing Stacey Judge to fill the remainder of his term, ending 12/31/19.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

**RESOLUTION ACCEPTING RESIGNATION OF GREG MOORE FROM THE
DOWNTOWN ADVISORY BOARD AND APPOINTING STACEY JUDGE TO FULFILL
THE REMAINDER OF THAT TERM**

WHEREAS, Greg Moore has dutifully served the Village as a member of the Saranac Lake Downtown Advisory Board since 2016; and

WHEREAS, other commitments make Greg unable to continue his service on the Downtown Advisory Board; and

WHEREAS, Greg Moore has submitted his resignation from the Downtown Advisory Board via an email to the Chair of the board; and

WHEREAS, the Downtown Advisory Board has a vacancy as a result of the resignation of Greg Moore; and

WHEREAS, Stacey Judge has submitted a letter of interest to serve on the Downtown Advisory Board:

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees hereby accepts Greg Moore's letter of resignation from the Village of Saranac Lake Downtown Advisory Board and appoints Stacey Judge to the Downtown Advisory Board for a term that is in accordance with the Bylaws.

Downtown Advisory Board
C/O Community Development
Village of Saranac Lake

To the Downtown Advisory Board,

I have been a resident of Saranac Lake for the past eight years. I had originally moved to the area to attend North Country Community College for Wilderness Recreation and Leadership. Upon graduating in 2013, I decided to stay in this community, but this was not the original plan. However, throughout my time at North Country I fell in love with this community and what it has to offer.

For the past three years I have been managing Origin Coffee Co on Main Street. During my time here I've come to know the majority of the community and develop relationships with them. It's also led me to become a member of the Friends of Dewey Board, and the new Northern Current Board as well.

I've seen a resurgence happening in Saranac Lake, and am excited to be apart of it, and a member of this community. I hope you will consider me to fill the open position on the Downtown Advisory Board.

Sincerely,

Stacey Judge

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

SUBJECT: Play ADK Letter of Support

Date: 5/28/19

DEPT OF ORIGIN: Village Manager

Bill # 73-2019

DATE SUBMITTED: 05/23/19

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT:

A resolution authorizing the Mayor to submit a letter of support on behalf Play ADK's Adirondack Park Community Smart Growth Grant application for site planning and architectural design services.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

**RESOLUTION TO SUPPORT PLAY ADK'S ADIRONDACK PARK COMMUNITY
SMART GROWTH GRANT APPLICATION**

WHEREAS, Play ADK is planning to develop a state-of-the-art children's museum and family resource center on Depot Street in downtown Saranac Lake; and

WHEREAS, Play ADK is submitting an Adirondack Park Community Smart Growth Grant Application for site plan and architectural design services to support this development.; and

WHEREAS, the Village of Saranac Lake has recognized the need to expand arts and culture offerings as a strategy for downtown revitalization; and

WHEREAS, Play ADK children's museum has been identified as a priority project in the Village's Downtown Revitalization Initiative; and

WHEREAS, the project will promote Smart Growth Principles.

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees authorizes the Mayor to submit a letter of support of Play ADK's Adirondack Park Community Smart Growth Grant Application.



Capital of the Adirondacks™

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

May 28, 2019

Rob Carr, Executive Director
PLAY ADK
165 Neil St.
Saranac Lake, NY 12983

RE: Play ADK: The Adirondack Center for Play's Application for the 2019 Adirondack Park Community Smart Growth Grant Program for "Development of a State-of-the-art Children's Museum and Family Resource Center in Downtown Saranac Lake."

Dear Rob:

I am writing to endorse Play ADK's 2019 Adirondack Park Community Smart Growth Grant Program Application for **"Development of a State-of-the-art Children's Museum and Family Resource Center in Downtown Saranac Lake."**

Play ADK has the potential to be truly transformational for Saranac Lake. Play ADK's plan to renovate an underutilized two-story warehouse and large industrial site on Depot Street in downtown Saranac Lake into a 15,000-square-foot state-of-the-art children's museum and family resource center aligns perfectly with several of the Village's adopted plans. Play ADK will add significantly to the attractions available to families living in and visiting Saranac Lake and is uniquely positioned to lead the revitalization of Depot Street, identified by the Village of Saranac Lake as a priority area for revitalization, spurring future business and nonprofit investments in that area. This initiative will provide a vital resource for local parents and families, a critically underserved audience in the region, and be an important economic catalyst for the region by attracting families with young children to both visit and live here.

I encourage NYS DEC to consider full funding for this request. Investments in the Play ADK project are an investment in Saranac Lake and the Adirondack Region.

Sincerely,

Clyde Rabideau, Mayor
The Village of Saranac Lake

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

SUBJECT: AES Contract amendment #4

FOR AGENDA OF 5/28/2019

DEPT OF ORIGIN: Village Manager

BILL # 74 -2019

DATE SUBMITTED: 5/24/19

EXHIBITS: Amendment #4

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Board approval and authorization of the Village Manager to sign AES Amendment #4

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

**RESOLUTION
APPROVAL OF AMENDMENT #4
TO AES NORTHEAST CONTRACT
FOR WORK RELATED TO SEWER PROJECT C5-5516-05**

WHEREAS, The Village of Saranac Lake has an existing contract dated January 20, 2014 for engineering services related to the CWSRF Project C5-5516-05, and

WHEREAS, The Village of Saranac Lake determined that additional work needed to be performed due to delays caused by the contractor, and

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees approves Amendment #4 to the AES Northeast contract for a cost not to exceed \$24,461.96 and,

BE IT FURTHER RESOLVED, the Village Manger is hereby authorized to sign the agreement with AES Northeast.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 20, 2014.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

The Effective Date of this Amendment is: May 23, 2019.

Background Data

Effective Date of Owner-Engineer Agreement: January 20,2014

Owner: Village of Saranac Lake

Engineer: AES Northeast

Project: AES Project # 4184

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Additional Services

Due to delays caused by the contractor, AES Northeast has performed additional work to assist the Village in resolving the issues with the contractor.

In accordance with Section A2.02, sub paragraph A.5, AES Northeast is request payment for the additional services rendered to date.

The following table summarizes the additional hours. The values shown are the hours and associated fees to date.

Labor Class	Hours	Rate	Total
Principal Engineer	2.25	\$ 133.00	\$ 299.25
Senior Engineer	1	\$ 125.00	\$ 125.00
Professional Engineering	24.5	\$ 115.00	\$ 2,817.50
Construction Manager	79	\$ 95.00	\$ 7,505.00
Engineering Technician	21.5	\$ 77.00	\$ 1,655.50
Project Administrator (I)	16	\$ 56.00	\$ 896.00
Project Administrator (II)	1	\$ 75.00	\$ 75.00
Project/Program Manager	4	\$ 95.00	\$ 380.00
Resident Project Representative	108.75	\$ 85.00	\$ 9,243.75
Total Fees			\$ 22,997.00
Reimbursable Expenses	Amount	Rate/mile	Total
Mileage	2688	\$ 0.545	\$ 1,464.96
Total Cost Associated with contractor issues to date			\$ 24,461.96

Agreement Summary:

Original agreement amount:	\$347,806.33
Net change for prior amendments:	\$253,182.50
This amendment amount:	
Additional Services (add)	\$24,461.96
Total this amendment	\$24,461.96
Adjusted Agreement amount:	\$625,450.79

Change in time for services (days or date, as applicable): NA

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
Village of Saranac Lake

ENGINEER:
AES Northeast

By: _____

Print name: John Sweeney

Title: Village Manager

Date Signed: _____



By: _____

Print name: Gregory Swart, PE

Title: Partner

Date Signed: 5/23/19

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

SUBJECT: AES Contract amendment #5

FOR AGENDA OF 5/28/2019

DEPT OF ORIGIN: Village Manager

BILL # 75 -2019

DATE SUBMITTED: 5/24/19

EXHIBITS: 5/23/19 Summary
Letter, Amendment #5

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Board approval and authorization of the Village Manager to sign AES Amendment #5

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

**RESOLUTION
APPROVAL OF AMENDMENT #5
TO AES NORTHEAST CONTRACT
FOR WORK RELATED TO SEWER PROJECT C5-5516-05**

WHEREAS, The Village of Saranac Lake has an existing contract dated January 20, 2014 for engineering services related to the CWSRF Project C5-5516-05, and

WHEREAS, The Village of Saranac Lake determined that the Brandy Brook sewer line portion of the project will not be constructed as planned, and

WHEREAS, The value of this work remains with the overall EFC funding package, and

WHEREAS, In order to utilize the remaining balance of funding, AES Northeast can provide additional scope of work, outlined in Amendment #5 to the original contract,

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees approves Amendment #5 to the AES Northeast contract for a cost not to exceed \$296,268.00 and,

BE IT FURTHER RESOLVED, the Village Manger is hereby authorized to sign the agreement with AES Northeast.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 20, 2014.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 5

The Effective Date of this Amendment is: May 23, 2019.

Background Data

Effective Date of Owner-Engineer Agreement: January 20,2014

Owner: Village of Saranac Lake

Engineer: AES Northeast

Project: AES Project # 4184

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

AES Northeast shall perform site investigations, survey work, design, production of construction documents, bidding service, construction phase services and RPR services for either new or repaired sewer pipes on the following Streets within the Village.

- Pine Street (approximately 1500ft from intersection of River Street towards Payville Lane)
- Brandy Brook Avenue (approximately 550 ft from the intersection of River St. & Pine St. towards Slater Ave)
- Pontiac Avenue (AKA Delaware Ave.) (approximately 600ft from intersection of Dorchester Rd and Pontiac up Pontiac Ave.)
- Payeville Lane (approximately 1,500 linear ft. from the intersection of Pine St and Payville Lane south to the end of the athletic field.)
 - AES Northeast shall perform design services for a new water main, new road surface reconstruction and box culvert on Payville Lane.

- West Truck Sewer Main from manhole # 2 to manhole #4. (AKA Church Street) (approximately 200 ft of slip line and 500 ft of new construction)
- Easement services for the above described project area
- Perform limited Geotechnical investigations on Payville Lane
- Purchase of 30 Scale Topographical Mapping for Pontiac Avenue, Pine Street and Payville Lane
- Sewer Main cleaning and inspections
 - Provide up to three (3) days of onsite sewer cleaning and inspections for Pontiac Avenue, Pine Street
 - Provide up to five (5) days of onsite sewer cleaning and inspections for Woodruff St. Siphon main barrel.

Assumptions & Exclusions

- All work is based upon the assumption that all utilities will be installed in kind, and in previously disturbed areas.
- The work associated with the new water main, box culvert and road reconstruction on Payville Lane Road is based upon a total length of 1,500 linear ft. from the intersection of Pine St and Payville Lane Road south to the end of the athletic field.
- Water main on Payville Lane is to the residences only and not to the college
- Road design work on Payville does not include curbs, sidewalks
- Construction phase services is based upon an assumed fourteen (14) week construction period
- RPR services is based upon an assumed fourteen (14) week construction period, working Monday through Friday, 40 hrs/week only.
- Sewer cleaning and inspections
 - AES Northeast to be on site during all inspections
 - Disposal of contaminated soils if encountered is by the Village
 - Traffic control by the Village
 - Any required bypass pumping is by the Village
 - Village to provide hydrant water and water/soils dumpsite at no charge to the AES Northeast or sub consultant
 - Village to provide reasonable access for trucks and equipment to access work areas.
 - AES Northeast or sub consultant will not be responsible for damage caused by gaining access to work areas.
 - AES Northeast or sub consultant will not be responsible for any restoration
- All work shall be invoiced in accordance with the terms and conditions defined in the base agreement (lump sum).
- Any additional work/services shall be invoiced on an hourly basis in accordance with the terms and conditions of the base agreement. All hourly rates are based upon AES Northeast 2019 rates. (attached to this amendment)

Summary of fees associated with Amendment #5

Amendment # 5	Value
Final design phase	
Pine Street	
West Trunk Sewer Main from manhole #2 to manhole #4	
Repairs to Main Siphon Barrel on Woodruff Street	
Payville Lane	
Pontiac Avenue	
Easement Services	
Total Fees	\$137,773.00
Bid services	\$9,135.00
RPR services associated with Payville Lane	\$78,760.00
Reimbursable Expenses (invoiced at cost plus 10%)	
Sewer Cleaning and inspections on Pine Street	
Sewer Cleaning and inspections on Woodruff Street main siphon	
Survey-Purchase of 30 scale Topographic Mapping of project area	
Printing	
Postage	
Mileage	
Geotechnical on Payville	
Total Value for Reimbursables	\$70,600.00
Total Amendment #5	\$296,268.00

Agreement Summary

Amendment # 5	Value
Original agreement amount:	\$347,806.33
Net change for prior amendments:	\$277,644.46
This amendment amount:	
Design Fees (add)	\$137,773.00
Bid Services (add)	\$9,135.00
Construction Phase Service associated with Payville Lane (add)	\$0.00
RPR services Associated with Payville Lane (add)	\$78,760.00
Reimbursable Expenses (add)	\$70,600.00
Total this amendment	\$296,268.00
Adjusted Agreement amount:	\$921,718.79

Change in time for services (days or date, as applicable): NA

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
Village of Saranac Lake

ENGINEER:
AES Northeast

By: _____
Print name: John Sweeney

By: _____
Print name: Gregory Swart, PE

Title: Village Manager

Title: Partner

Date Signed: _____

Date Signed: _____



Architecture, Engineering, and Land Surveying Northeast, PLLC

Date: May 23, 2019

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

Re: Village of Saranac Lake
 Sewer Main System Improvements
 SRF Project Number 5516-05-00/AES Project Number 4184

Dear John,

The following is a summary of work completed to date by AES Northeast for the above referenced project.

Base Agreement	Status
Study and Report Phase	Complete
Preliminary Design Phase	Complete
Final Design Phase	
Broadway Sewer	Complete
LaPan Highway Sewer	Complete
Upper Dorsey Sewer	Complete
Woodruff Street Syphon	Complete
Bid Services	
Broadway Sewer	Complete
LaPan Highway Sewer	Complete
Upper Dorsey Sewer	Complete
Woodruff Street Syphon	Complete
Construction Phase Services	
Broadway Sewer	Complete
LaPan Highway Sewer	Complete
Upper Dorsey Sewer	Complete
Woodruff Street Syphon	Complete
RPR Services	
Broadway Sewer	Complete
LaPan Highway Sewer	Complete
Upper Dorsey Sewer	Complete
Woodruff Street Syphon	Complete

Amendment #1	
Study and Report Phase	Complete
Preliminary Design Phase	Complete
Final Design Phase	
Brandy Brook (Brandy Brook Ave & Brandy Brook sewer)	Complete
Lake Flower Ave Laterals	Complete
Lake Flower Lift Station	Complete
Bid Services	
Brandy Brook (Brandy Brook Ave & Brandy Brook sewer)	Not started
Lake Flower Ave Laterals	Not started
Lake Flower Lift Station	Complete
Construction Phase Services	
LaPan Highway Sewer	Complete
Brandy Brook (Brandy Brook Ave & Brandy Brook sewer)	Not started
Lake Flower Ave Laterals	Not started
Lake Flower Lift Station	Complete
RPR Services	
Brandy Brook (Brandy Brook Ave & Brandy Brook sewer)	Not started
Lake Flower Ave Laterals	Not started
Lake Flower Lift Station	Complete
NYS DOT Permitting	
Brandy Brook (Brandy Brook Ave & Brandy Brook sewer)	Not started
Lake Flower Ave Laterals	Not started

AES Northeast is preparing to advertise the construction work associated with the Brandy Brook Avenue and Lake Flower laterals, however at this point in time the work associated with the Brandy Brook sewer line will not be advertised to bid.

AES Northeast will be performing the balance of our contracted scope once the work associated with Brandy Brook Avenue and Lake Flower Laterals are award.

With the Brandy Brook sewer line not being advertised for bid or constructed in the foreseeable future, the value of this work remains with in the overall funding package, estimated to be \$1.5 million.

If the Village wishes utilize the remain balance of the funds, AES can provide additional design, and bidding and services for the following locations.

- Payville Layne including new sewer, water, road surface and box culvert structure
- Pine Street
- Church Street
- Repairs associated with the Main Syphon barrel on Woodruff Street

AES Northeast would also perform project easement work associated with Brandy Brooke Sewer, Payville Layne, Pine Street and Church Street. Additional construction and RPR phase services would be required to cover all of the work listed herein. The total value of this additional scope of work are detailed in the enclosed Amendment #5.

Please do not hesitate to contact Greg Swart or myself if you have any questions.

Sincerely

A handwritten signature in cursive script that reads "Bradley Noviski".

Bradley Noviski



AES Northeast 2019 Hourly Rates Fee Schedule*

Principal – Registered Architect	\$139
Principal – Professional Engineer	\$139
Principal - Land Surveyor	\$139
Project Architect	\$106
Architectural Technician	\$60
Building Designer	\$90
CADD Administrator	\$60
CADD Technician I	\$57
Senior Project Engineer	\$130
Project Engineer	\$130
Professional Engineer	\$115
Intern Engineer I	\$86
Intern Engineer II	\$92
Engineering Technician I	\$80
Engineering Technician II	\$86
GIS Specialist	\$84
Grant Administrator	\$94
Land Surveyor – Field	\$104
Land Surveyor – Office/Travel	\$99
Surveying Technician – Field	\$83
Surveying Technician – Office/Travel	\$78
Survey Party Chief - PWR**	\$160
Survey Instrument Person - PWR**	\$150
Program Manager	\$98
Project Manager	\$98
Senior Construction Manager	\$115
Construction Manager	\$95
Resident Project Representative I	\$75
Resident Project Representative II	\$80
Resident Project Representative III	\$85
Project Administrator I	\$57
Project Administrator II	\$60
Project Administrator III	\$75
Information Technology Administrator	\$85
Technical Assistant	\$57
Clerical Assistant	\$57

* All rates are subject to change after 12/31/2019

** NYS Dept. of Labor requires the payment of "Prevailing Wage Rates" (union scale) to Survey personnel on Public Works Projects

AES Northeast

2019 Reimbursable Expenses Fee Schedule*

Copies – black & white single sided 8.5” x 11”	\$0.20 per sheet
Copies – black & white double sided 8.5”x11”	\$0.26 per sheet
Copies – black & white single sided 11”x17”	\$0.26 per sheet
Copies – color 8.5”x11”	\$2.00 per sheet
Copies – color 11”x17”	\$5.00 per sheet
Large document paper prints – black & white 12”x18”	\$2.00 per sheet
Large document paper prints– black & white 24”x36”	\$3.00 per sheet
Large document paper prints – black & white over 24”x36”	\$5.00 per sheet
Large document paper prints – color 12”x18”	\$15.00 per sheet
Large Document paper prints – color 24”x36”	\$20.00 per sheet
Large Document paper prints – color over 24”x36”	\$26.00 per sheet
Large Document mylar (film) prints	\$30.00 - \$40.00 per sheet
Scanning construction drawings – 1 to 10 sheets	\$15.00 per sheet
Scanning construction drawings – 11 to 20 sheets	\$7.50 per sheet
Scanning construction drawings – over 20 sheets	\$2.00 per sheet
Place construction drawings on Compact Disks (CDs)	\$25.00 per CD
Binders (3 ring)	Cost plus 10%
Postage	Cost plus 10%
Sub-consultants	Cost plus 10%
Mileage	Standard Reimbursable Rate set by the IRS (subject to periodic changes issued by the IRS)

* *All rates are subject to change after 12/31/2019*

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

SUBJECT: Commend Jeff Dora

Date: 5-28-2019

DEPT OF ORIGIN : Trustee Shapiro

BILL # 76-2019

DATE SUBMITTED:

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Accept Jeff Dora's letter of resignation and commend him for his years of service

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

RESOLUTION TO COMMEND JEFF DORA FOR HIS VALUABLE YEARS OF SERVICE
AS DEPARTMENT OF PUBLIC WORKS SUPERINTENDENT AND
REGRETFULLY ACCEPT HIS RESIGNATION

Whereas, Mr. Jeff Dora has served as the Department of Public Works Superintendent for the Village of Saranac Lake since 2012: and,

Whereas, Mr. Dora has submitted a letter of resignation from the Village of Saranac Lake; and

Whereas, the Department of Public Works continues to play a major role for upgrading, maintaining, existing infrastructure as well as installation of new services throughout the Village; and,

Whereas, Mr. Dora has guided the Department of Public Works and has provided continuing services for the Village throughout this difficult job; and,

Now, Therefore Be It Resolved, the Board of Trustees hereby regretfully accepts Mr. Dora's resignation and commends him for his years of service to the Village of Saranac Lake.