VILLAGE BOARD REGULAR MEETING

Monday, March 9, 2026
Regular Meeting began at 5:00 PM and ended at 9:00PM
Meeting was held in person in the Village Board Room and was also available on zoom

CALL TO ORDER
PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Williams present; Trustee Brunette present; Trustee Ryan; present; Trustee Scollin present; Trustee White present.
Staff also Present: Village Manager Bachana Tsiklauri, Village Treasurer Kendra Morgan, and Deputy Clerk Nicole McClatchie

AUDITING:
Chair Mayor Williams called for a motion to approve payment for the 2026 Budget $448,832.94 batch number 02232026. Complete detail of these vouchers is attached and made part of these minutes.
Motion: Brunette Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

APPROVAL OF MINUTES:
Chair Mayor Williams called for a motion to approve the minutes
Motion: Ryan Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

EXECUTIVE SESSION: Employment History of Particular Person(s)
Chair Mayor Williams called for a motion enter into executive session
Motion: Ryan Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.
Chair Mayor Williams called for a motion to exit executive session
Motion: Scollin Second: Ryan
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

SPECIAL GUEST: Saranac Lake Volunteer Fire Department

PUBLIC COMMENT:
Public Comment to address Bill 43-2026 ONLY:
Clyde Baker support of Bill 43-2026
Steve Urman questioned Bill 43-2026
Lindy Ellis support of Bill 43-2026
Mary Newman Fox support of Bill 43-2026
Jerry Michael support of Bill 43-2026
Derek Doty support of Bill 43-2026
KT Stiles support of Bill 43-2026
Zoe Smith support of Bill 43-2026
Rich Shapiro in favor of Bill 43-2026
Tamara Van Ryan questioned Bill 43-2026
Mark Wilson against Bill 43-2026
Peter Seward not in support of Bill 43-2026

Emily Martz not in support of Bill 43-2026

1st Public Comment:
Diana who is paying for FBI academy and what's the purpose, cost of 1-3 Main
David Lynch thanked board for removal of flock cameras, against Bill 53-2026
Sandra K against Bill 53-2026
Virginia Slater against Bill 53-2026
Doug Haney Transparency
Dick Shapiro against flock cameras
Forest L against flock contract
Kelly Metzger supports and thanks Police Department but against flock cameras
Joy Cranker against Bill 53-2026
Steve Urman Transparency
Vincenzo Moscoto against flock cameras

ITEMS FOR BOARD ACTION:

Bill 43-2026 Authorize Village Manager to sign lease agreement with APA
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: Scollin
Motion to Table: White Second: Brunette
Roll Call to table: Williams no; Ryan no; Scollin no; Brunette yes; White yes.
Roll Call: Williams yes; Ryan yes; Scollin yes; Brunette abstain; White no.

Bill 44-2026 Authorize agreement with Harrietstown Housing Authority for Supplemental Police Services
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Brunette Second: Scollin
Roll Call: Scollin yes; Brunette yes; Williams yes; White yes; Ryan yes.

Bill 45-2026 Resolution to award bid for 1-3 main street water chambers infrastructure repairs
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: White
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 46-2026 Resolution extending temporary winter water usage adjustment
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Scollin Second: White
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 47-2026 Resolution to approve proposal for installation of new pumphouse at Mount Pisgah
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: White Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 48-2026 Resolution to adopt digital recordkeeping policy
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 49-2026 Resolution to authorize the sale of alcohol for party at Pisgah
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: White Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 50-2026 Resolution to authorize the Village Manager to offer discounted ski pass tickets for party at Pisgah
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: White Second: Ryan
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 51-2026 Resolution authorizing the transfer of fund from General Contingency Accounts
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: White Second: Brunette
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 52-2026 Resolution to authorize additional audit advisory services with BST
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: White Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 53-2026 Resolution for automated license plate reader and public safety camera technology
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: White Second: Ryan
Motion to amend: White Second: Brunette – Terminate Contract
Roll Call to amend: Brunette yes; Ryan yes; Scollin yes; White yes; Williams no.
Motion to amend: White Second: Scollin – Future Flock Contract
Roll Call to amend: Brunette yes; Ryan no; Scollin yes; White yes; Williams no.
Motion to amend: White Second: Brunette

Roll Call to amend: Brunette yes; Ryan no; Scollin yes; White yes; Williams no.
Roll call on amended: Roll Call to amend: Brunette yes; Ryan yes; Scollin yes; White yes; Williams no.

Bill 54-2026 Resolution to approve development board recommendations for new 2026 Short-term rental permits
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 55-2026 Resolution to authorize the Village Manager to provisionally hire Ski Area Manager
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

OLD BUSINESS: Public Safety Building

NEW BUSINESS: Flock Contract Discussion, Recycling Pilot Program, and Proper use of Executive Session

PUBLIC COMMENT:
Joy Cranker thanked board for discussions during the meeting and allowing the public to speak
Kelly Metzger flock camera discussion should have been a public forum before a resolution

MOTION TO ADJURN:
Chair Mayor Williams called for a motion
Motion: White Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Accounts Payable

Computer Check Proof List by Vendor

User: accountspayable@saranaclakeny.gov
Printed: 02/19/2026 - 8:30AM
Batch: 00006.02.2026 - Nat Grid 2026-02-19

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor: 134	NATIONAL GRID			Check Sequence: 1		ACH Enabled: False
02115-52037	Electric bills	43.94	02/19/2026	001-7110-0403-0000	11056333	
08917-01009	Electric bills	33.40	02/19/2026	001-5142-0403-0000	11056333	
11137-12101	Electric bills	296.87	02/19/2026	005-8120-0403-0000	11056333	
13925-19104	Electric bills	30.76	02/19/2026	001-7140-0403-0000	11056333	
14325-19108	Electric bills	154.46	02/19/2026	001-7110-0403-0000	11056333	
27737-12102	Electric bills	153.59	02/19/2026	005-8120-0403-0000	11056333	
37630-63022	Electric bills	29.35	02/19/2026	001-5182-0403-0000	11056333	
42515-08008	Electric bills	4,523.80	02/19/2026	001-1620-0403-0000	11056333	
45849-14101	Electric bills	210.97	02/19/2026	001-7110-0403-0000	11056333	
47449-14103	Electric bills	53.87	02/19/2026	001-5650-0403-0000	11056333	
48563-40106	Electric bills	1,611.38	02/19/2026	001-3410-0403-0000	11056333	
51484-28018	Electric bills	12,962.08	02/19/2026	004-8320-0403-0000	11056333	
55249-14104	Electric bills	29.88	02/19/2026	001-7110-0403-0000	11056333	
65913-76006	Electric bills	28.11	02/19/2026	001-7181-0403-0000	11056333	
67837-38103	Electric bills	1,907.84	02/19/2026	005-8121-0403-0000	11056333	
77237-38106	Electric bills	23,407.11	02/19/2026	005-8130-0403-0000	11056333	
	Check Total:	45,477.41				
	Total for Check Run:	45,477.41				
	Total of Number of Checks:	1				

Accounts Payable

Voucher Approval List

User: accountspayable@saranaclakeny.gov
Printed: 02/19/2026 - 8:30AM
Batch: 00006.02.2026 - Nat Grid 2026-02-19

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
11056333	02115-52037	NATIONAL GRID	Electric bills	001-7110-0403-0000	43.94
11056333	08917-01009	NATIONAL GRID	Electric bills	001-5142-0403-0000	33.40
11056333	11137-12101	NATIONAL GRID	Electric bills	005-8120-0403-0000	296.87
11056333	13925-19104	NATIONAL GRID	Electric bills	001-7140-0403-0000	30.76
11056333	14325-19108	NATIONAL GRID	Electric bills	001-7110-0403-0000	154.46
11056333	27737-12102	NATIONAL GRID	Electric bills	005-8120-0403-0000	153.59
11056333	37630-63022	NATIONAL GRID	Electric bills	001-5182-0403-0000	29.35
11056333	42515-08008	NATIONAL GRID	Electric bills	001-1620-0403-0000	4,523.80
11056333	45849-14101	NATIONAL GRID	Electric bills	001-7110-0403-0000	210.97
11056333	47449-14103	NATIONAL GRID	Electric bills	001-5650-0403-0000	53.87
11056333	48563-40106	NATIONAL GRID	Electric bills	001-3410-0403-0000	1,611.38
11056333	51484-28018	NATIONAL GRID	Electric bills	004-8320-0403-0000	12,962.08
11056333	55249-14104	NATIONAL GRID	Electric bills	001-7110-0403-0000	29.88
11056333	65913-76006	NATIONAL GRID	Electric bills	001-7181-0403-0000	28.11
11056333	67837-38103	NATIONAL GRID	Electric bills	005-8121-0403-0000	1,907.84
11056333	77237-38106	NATIONAL GRID	Electric bills	005-8130-0403-0000	23,407.11
				Warrant Total:	**45,477.41**
				Report Total:	**45,477.41**

Accounts Payable

Voucher Approval Document

User:	accountspayable@saranaclakeny.gov
Printed:	02/19/2026 - 8:30AM
Date Type:	
Batch:	00006.02.2026 - Nat Grid 2026-02-19
Voucher From & To:	
Date From & To:	
Batch:	AP5 00006.02.2026

ABSTRACT OF CLAIMS FOR VILLAGE OF SARANAC LAKE

The claims set forth bearing numbers _____ to _____ have been audited and allowed by us being the Mayor & Trustees of the Village Board.

Mayor/Trustee: _____ Date: _____

TO THE TREASURER OF THE VILLAGE

You are hereby authorized and directed to pay to the order of the following vendors the various amounts in payment of Claims hereinafter set forth, numbered the same as above inclusive, which have been audited and allowed and are chargeable to the fund and appropriation account as designated.

Fund	Description	Amount
001	GENERAL FUND	6,749.92
004	WATER FUND	12,962.08
005	SEWER FUND	25,765.41
	Report Total:	45,477.41

Accounts Payable

Computer Check Proof List by Vendor

User: accountspayable@saranaclakeny.gov
Printed: 02/26/2026 - 8:57AM
Batch: 00009.02.2026 - Nat Grid 2026-02-26

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor: 134	NATIONAL GRID			Check Sequence: 1		ACH Enabled: False
04237-40103	Electric Bills	39.81	02/26/2026	001-7140-0403-0000	11056347	
17651-41107	Electric Bills	25.66	02/26/2026	001-7180-0403-0000	11056347	
17851-41103	Electric Bills	29.79	02/26/2026	001-7180-0403-0000	11056347	
19451-41114	Electric Bills	426.05	02/26/2026	005-8120-0403-0000	11056347	
23199-57118	Electric Bills	429.70	02/26/2026	004-8320-0403-0000	11056347	
50163-40127	Electric Bills	40.75	02/26/2026	001-5132-0403-0000	11056347	
51399-57113	Electric Bills	1,049.99	02/26/2026	001-1989-0403-0000	11056347	
52651-39110	Electric Bills	13,036.09	02/26/2026	001-7260-0403-0000	11056347	
	Check Total:	15,077.84				
	Total for Check Run:	15,077.84				
	Total of Number of Checks:	1				

Accounts Payable

Voucher Approval List

User: accountspayable@saranaclakeny.gov
Printed: 02/26/2026 - 8:57AM
Batch: 00009.02.2026 - Nat Grid 2026-02-26

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
11056347	04237-40103	NATIONAL GRID	Electric Bills	001-7140-0403-0000	39.81
11056347	17651-41107	NATIONAL GRID	Electric Bills	001-7180-0403-0000	25.66
11056347	17851-41103	NATIONAL GRID	Electric Bills	001-7180-0403-0000	29.79
11056347	19451-41114	NATIONAL GRID	Electric Bills	005-8120-0403-0000	426.05
11056347	23199-57118	NATIONAL GRID	Electric Bills	004-8320-0403-0000	429.70
11056347	50163-40127	NATIONAL GRID	Electric Bills	001-5132-0403-0000	40.75
11056347	51399-57113	NATIONAL GRID	Electric Bills	001-1989-0403-0000	1,049.99
11056347	52651-39110	NATIONAL GRID	Electric Bills	001-7260-0403-0000	13,036.09
				Warrant Total:	**15,077.84**
				Report Total:	**15,077.84**

Accounts Payable

Voucher Approval Document

User:	accountspayable@saranaclakeny.gov
Printed:	02/26/2026 - 8:57AM
Date Type:	
Batch:	00009.02.2026 - Nat Grid 2026-02-26
Voucher From & To:	
Date From & To:	
Batch:	AP5 00009.02.2026

ABSTRACT OF CLAIMS FOR VILLAGE OF SARANAC LAKE

The claims set forth bearing numbers _____ to _____ have been audited and allowed by us being the Mayor & Trustees of the Village Board.

Mayor/Trustee: _____ Date: _____

TO THE TREASURER OF THE VILLAGE

You are hereby authorized and directed to pay to the order of the following vendors the various amounts in payment of Claims hereinafter set forth, numbered the same as above inclusive, which have been audited and allowed and are chargeable to the fund and appropriation account as designated.

Fund	Description	Amount
001	GENERAL FUND	14,222.09
004	WATER FUND	429.70
005	SEWER FUND	426.05
	Report Total:	15,077.84

Accounts Payable

Computer Check Proof List by Vendor

User: accountspayable@saranaclakeny.gov
Printed: 03/03/2026 - 11:11AM
Batch: 00001.03.2026 - Vouchers 2026-03-09

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor: 1517	ADIRONDACK ECONOMIC DEVELOPMENT CORPORATION			Check Sequence: 1		ACH Enabled: False
1706	Village revolving loan program-AEDC Loan Adı	6,230.00	03/09/2026	204-1420-0400-0000	11056353	
	Check Total:	6,230.00				
Vendor: 5386	HARRIS BEACH MURTHA			Check Sequence: 2		ACH Enabled: False
7020705.320721	Long-term Financing EFC C5-5516-09-00	10,990.59	03/09/2026	219-1420-0200-0000	11056396	
	Check Total:	10,990.59				
Vendor: 3445	LABELLA ASSOCIATES, DPC			Check Sequence: 3		ACH Enabled: False
295757	Prof. Services- Baldwin Park (LEAF Grant)	4,340.00	03/09/2026	140-7110-0200-0000	11056373	
	Check Total:	4,340.00				
Vendor: 5224	NORTH COUNTRY ELECTRICAL SERVICES, INC.			Check Sequence: 4		ACH Enabled: False
3964	Electrical Upgrades-DPW (NYSERDA Grant)	11,300.00	03/09/2026	231-5132-0200-0000	11056393	
	Check Total:	11,300.00				
Vendor: 423	SUOZZO, DOTY & ASSOCIATES			Check Sequence: 5		ACH Enabled: False
24-110(10)	Project 24-110: SL WTP & Distribution Upgrade	10,673.75	03/09/2026	252-1440-0400-0000	11056390	
24-128(14)	Project #24-128: WPCP Upgrades Task 2-Survey	8,549.50	03/09/2026	251-1440-0400-0000	11056390	
24-129(15)	Project #24-129: Modification-Task 2-reporting	3,827.50	03/09/2026	251-1440-0400-0000	11056390	
24-130 (15)	Project 24-130: Task 9-90% Design-Swamp Line	585.00	03/09/2026	230-1440-0400-0000	11056390	
24-130(15)	#24-130: Collection System FEMA Task 5-Proje	7,147.50	03/09/2026	230-1440-0400-0000	11056390	
24-130(15)	#24-130: Collection System FEMA Task 7-Samp	1,530.17	03/09/2026	230-1440-0400-0000	11056390	
24-130(15)	Project 24-130: Reimbursables	36.26	03/09/2026	230-1440-0400-0000	11056390	
24-130(15)	#24-130: Collection System FEMA Task 2-Exist	8,395.00	03/09/2026	230-1440-0400-0000	11056390	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	40,744.68				
Vendor: 3737	WENDEL			Check Sequence: 6		ACH Enabled: False
621601-17	Project 621601- Design Phase 1	33,600.00	03/09/2026	228-3497-0416-0000	11056383	
	Check Total:	33,600.00				
Vendor: 2013	ACME TOOLS			Check Sequence: 7		ACH Enabled: False
15776752	Power Blankets 3' x 4'	724.98	03/09/2026	004-8320-0407-0000	11056361	
	Check Total:	724.98				
Vendor: 3381	ADIRONDACK TECHS. LLC			Check Sequence: 8		ACH Enabled: False
13552	Village Main Offices New Server	771.90	03/09/2026	004-8310-0200-0000	11056370	
13552	Village Main Offices New Server	771.90	03/09/2026	005-8110-0200-0000	11056370	
13552	Village Main Offices New Server	2,416.00	03/09/2026	001-1680-0200-0000	11056370	
13621	Pisgah Domain Renewal	29.96	03/09/2026	001-7260-0400-0000	11056370	
13664	Recurring Monthly Hosted Services	497.56	03/09/2026	004-8310-0400-0000	11056370	
13664	Recurring Monthly Hosted Services	497.56	03/09/2026	005-8110-0400-0000	11056370	
13664	Recurring Monthly Hosted Services	512.63	03/09/2026	001-1680-0400-0000	11056370	
	Check Total:	5,497.51				
Vendor: 201	BVFD AUXILIARY			Check Sequence: 9		ACH Enabled: False
03/08-03/14	Advertising on sign-St Patrick's Parade 03/08-03	35.00	03/09/2026	001-7550-0400-0000	11056360	
	Check Total:	35.00				
Vendor: 3752	CARDIAC LIFE			Check Sequence: 10		ACH Enabled: False
158016	Philips Smart Pads, Philips AED Pads	222.01	03/09/2026	001-1410-0400-0000	11056384	
	Check Total:	222.01				
Vendor: 1005	CARGILL INC.			Check Sequence: 11		ACH Enabled: False
2912034342	Blanket PO - Road Salt	3,250.32	03/09/2026	001-5142-0401-0000	11056348	
	Check Total:	3,250.32				
Vendor: 3687	COLUMN SOFTWARE PBC			Check Sequence: 12		ACH Enabled: False
2DAA3AE4-0155	Dev Board Public Hearing, Election Public Notic	44.90	03/09/2026	001-1450-0400-0000	11056380	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
2DAA3AE4-154	Dev Board Public Hearing, Election Public Notic	32.74	03/09/2026	001-8620-0400-0000	11056380	
	Check Total:	77.64				
Vendor: 3506	COMMERCIAL SALES			Check Sequence: 13		ACH Enabled: False
63368-0	Water for Village Offices - February 2026	14.82	03/09/2026	001-1610-0400-0000	11056374	
63368-0	Water for Village Offices - February 2026	14.37	03/09/2026	005-8110-0400-0000	11056374	
63368-0	Water for Village Offices - February 2026	14.37	03/09/2026	004-8310-0400-0000	11056374	
64535-0	Water for Village Offices - February 2026	14.82	03/09/2026	001-1610-0400-0000	11056374	
64535-0	Water for Village Offices - February 2026	14.37	03/09/2026	004-8310-0400-0000	11056374	
64535-0	Water for Village Offices - February 2026	14.37	03/09/2026	005-8110-0400-0000	11056374	
65755-0	Water for Village Offices - February 2026	14.37	03/09/2026	004-8310-0400-0000	11056374	
65755-0	Water for Village Offices - February 2026	14.82	03/09/2026	001-1610-0400-0000	11056374	
65755-0	Water for Village Offices - February 2026	14.37	03/09/2026	005-8110-0400-0000	11056374	
C 63841-0	Water for Village Offices - February 2026	-3.90	03/09/2026	004-8310-0400-0000	11056374	
C 63841-0	Water for Village Offices - February 2026	-3.90	03/09/2026	005-8110-0400-0000	11056374	
C 63841-0	Water for Village Offices - February 2026	-4.00	03/09/2026	001-1610-0400-0000	11056374	
C 65137-0	Water for Village Offices - February 2026	-8.02	03/09/2026	001-1610-0400-0000	11056374	
C 65137-0	Water for Village Offices - February 2026	-7.79	03/09/2026	004-8310-0400-0000	11056374	
C 65137-0	Water for Village Offices - February 2026	-7.79	03/09/2026	005-8110-0400-0000	11056374	
C 66384-0	Water for Village Offices - February 2026	-9.74	03/09/2026	005-8110-0400-0000	11056374	
C 66384-0	Water for Village Offices - February 2026	-10.02	03/09/2026	001-1610-0400-0000	11056374	
C 66384-0	Water for Village Offices - February 2026	-9.74	03/09/2026	004-8310-0400-0000	11056374	
	Check Total:	65.78				
Vendor: 1149	COMPASS PRINTING PLUS			Check Sequence: 14		ACH Enabled: False
66141	Chili Cook-off Banner, Posters	337.00	03/09/2026	001-8620-0401-0000	11056349	
	Check Total:	337.00				
Vendor: 3443	CORE & MAIN LP			Check Sequence: 15		ACH Enabled: False
Y508096	5/8 Meter Bases, Liners, Gaskets	310.14	03/09/2026	004-8340-0401-0000	11056372	
	Check Total:	310.14				
Vendor: 3551	ENDYNE INC.			Check Sequence: 16		ACH Enabled: False
566743	Raw & Purification Water Testing @ Water Treat	50.00	03/09/2026	004-8330-0400-0000	11056376	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
567311	SPEDES Required Testing @ WWTP (lab testing	111.00	03/09/2026	005-8130-0400-0000	11056376	
567312	SPEDES Required Testing @ WWTP (lab testing	111.00	03/09/2026	005-8130-0400-0000	11056376	
567313	Raw & Purification Water Testing @ Water Treat	50.00	03/09/2026	004-8330-0400-0000	11056376	
	Check Total:	322.00				
Vendor: 3284	EVERGREEN AUTO CENTER			Check Sequence: 17		ACH Enabled: False
21288	Fisher Halogen Headlight kit- 2020 F550	557.55	03/09/2026	001-5142-0408-0000	11056369	
	Check Total:	557.55				
Vendor: 4085	EXCELLUS BLUECROSS BLUESHIELD			Check Sequence: 18		ACH Enabled: False
46856295	Retiree Traditional Health Insurance - March 202	472.38	03/09/2026	004-9060-0800-0000	11056389	
46856295	Retiree Traditional Health Insurance - March 202	486.68	03/09/2026	001-9060-0800-0000	11056389	
46856295	Retiree Traditional Health Insurance - March 202	896.42	03/09/2026	001-3120-0860-0000	11056389	
46856295	Retiree Traditional Health Insurance - March 202	472.38	03/09/2026	005-9060-0800-0000	11056389	
	Check Total:	2,327.86				
Vendor: 3159	EXCELLUS HEALTH PLAN			Check Sequence: 19		ACH Enabled: False
46859874	Retiree Prescription Plan - March 2026	322.62	03/09/2026	005-9060-0800-0000	11056367	
46859874	Retiree Prescription Plan - March 2026	1,089.48	03/09/2026	001-3120-0860-0000	11056367	
46859874	Retiree Prescription Plan - March 2026	430.16	03/09/2026	001-9060-0800-0000	11056367	
46859874	Retiree Prescription Plan - March 2026	322.62	03/09/2026	004-9060-0800-0000	11056367	
	Check Total:	2,164.88				
Vendor: 5003	EXCELLUS HEALTH PLAN - GROUP			Check Sequence: 20		ACH Enabled: False
46856599	PD Health Insurance - March 2026	9,233.95	03/09/2026	001-3120-0860-0000	11056392	
	Check Total:	9,233.95				
Vendor: 3690	FISCHER, BESSETTE, MULDOWNEY & MCARDLE, LLP			Check Sequence: 21		ACH Enabled: False
44193	Legal Services through 01/31/2026	4,237.98	03/09/2026	004-1420-0400-0000	11056381	
44193	Legal Services through 01/31/2026	4,366.39	03/09/2026	001-1420-0400-0000	11056381	
44193	Legal Services through 01/31/2026	4,237.98	03/09/2026	005-1420-0400-0000	11056381	
	Check Total:	12,842.35				
Vendor: 3616	GOMEZ & SULLIVAN ENGINEERS DPC			Check Sequence: 22		ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
02538.005	Lake Flower Dam Safety-Annual Inspection	5,852.00	03/09/2026	001-8989-0400-0000	11056378	
02663.004	Project No. 02663	2,277.90	03/09/2026	001-1440-0400-0000	11056378	
	Check Total:	8,129.90				
Vendor: 5321	GRAINGER, INC.			Check Sequence: 23		ACH Enabled: False
9797485837	Full body harness, Toggle switch	78.91	03/09/2026	005-8130-0410-0000	11056394	
9797953594	Road Flare- 30 min burn	201.27	03/09/2026	001-7550-0401-0000	11056394	
9814271897	Green striping paint, pins	38.60	03/09/2026	001-5142-0408-0000	11056394	
9814271897	Green striping paint, pins	104.58	03/09/2026	001-7550-0401-0000	11056394	
9814271905	Safety Signs	49.77	03/09/2026	001-1640-0407-0000	11056394	
9814271905	Safety Signs	118.53	03/09/2026	001-5132-0407-0000	11056394	
9814271921	Safety Signs	68.76	03/09/2026	001-1640-0407-0000	11056394	
9814271921	Safety Signs	158.04	03/09/2026	004-8320-0407-0000	11056394	
	Check Total:	818.46				
Vendor: 537	HOTEL SARANAC			Check Sequence: 24		ACH Enabled: False
B Domenico	Adk Planning Forum	116.60	03/09/2026	001-8620-0406-0000	11056395	
B Reichert	Adk Planning Forum	116.60	03/09/2026	001-8620-0406-0000	11056395	
C McClatchie	Adk Planning Forum	116.60	03/09/2026	001-8620-0406-0000	11056395	
D Reilly	Adk Planning Forum	116.60	03/09/2026	001-8620-0406-0000	11056395	
K Glynn	Adk Planning Forum	116.60	03/09/2026	001-8620-0406-0000	11056395	
Kt Stiles	Adk Planning Forum	116.60	03/09/2026	001-8620-0406-0000	11056395	
M Cantwell-Jackson	Adk Planning Forum	116.60	03/09/2026	001-8620-0406-0000	11056395	
R Weber	Adk Planning Forum	116.60	03/09/2026	001-8620-0406-0000	11056395	
T Jackson	Adk Planning Forum	116.60	03/09/2026	001-8620-0406-0000	11056395	
	Check Total:	1,049.40				
Vendor: 79	HULBERT'S TRI-LAKE SUPPLY			Check Sequence: 25		ACH Enabled: False
S137549	Blanket PO - February 2026	49.82	03/09/2026	004-8340-0401-0000	11056398	
S137553	Blanket PO - February 2026	44.31	03/09/2026	004-8340-0401-0000	11056398	
S137574	Blanket PO - February 2026	218.27	03/09/2026	005-8130-0410-0000	11056398	
S137672	Blanket PO - February 2026	13.46	03/09/2026	005-8130-0410-0000	11056398	
S137672-01	Blanket PO - February 2026	290.84	03/09/2026	005-8130-0410-0000	11056398	
S137694	Blanket PO - February 2026	8.26	03/09/2026	004-8340-0401-0000	11056398	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
S137950	Blanket PO - February 2026	12.07	03/09/2026	004-8340-0401-0000	11056398	
S138027	Blanket PO - February 2026	55.62	03/09/2026	001-1620-0407-0000	11056398	
S138041	Blanket PO - February 2026	21.61	03/09/2026	001-1620-0407-0000	11056398	
S138053	Blanket PO - February 2026	34.03	03/09/2026	001-1620-0407-0000	11056398	
S138131	Blanket PO - February 2026	16.72	03/09/2026	001-1620-0407-0000	11056398	
S138143	Blanket PO - February 2026	45.71	03/09/2026	001-1620-0407-0000	11056398	
S138167	Blanket PO - February 2026	67.78	03/09/2026	001-1620-0407-0000	11056398	
	Check Total:	878.50				
Vendor: 997	KONICA MINOLTA PREMIER FINANCE			Check Sequence: 26		ACH Enabled: False
48628359	Copier Lease - Village Office & PD	113.02	03/09/2026	001-3120-0400-0000	11056401	
48628359	Copier Lease - Village Office & PD	133.37	03/09/2026	005-8110-0400-0000	11056401	
48628359	Copier Lease - Village Office & PD	137.40	03/09/2026	001-1610-0400-0000	11056401	
48628359	Copier Lease - Village Office & PD	133.37	03/09/2026	004-8310-0400-0000	11056401	
	Check Total:	517.16				
Vendor: 3445	LABELLA ASSOCIATES, DPC			Check Sequence: 27		ACH Enabled: False
295223	SL Code Updates: Annexation	156.72	03/09/2026	001-8010-0400-0000	11056373	
	Check Total:	156.72				
Vendor: 3618	LIFETIME BENEFIT SOLUTIONS, INC.			Check Sequence: 28		ACH Enabled: False
A103183-IN	PD HRA/FSA Admin Fees - February 2026	198.00	03/09/2026	001-3120-0860-0000	11056379	
	Check Total:	198.00				
Vendor: 2089	M & T BANK			Check Sequence: 29		ACH Enabled: False
LOAN ID 2601	Project #C5-5516-04-00 EFC Principal Payment	200,000.00	03/09/2026	005-9710-0600-0000	11056363	
	Check Total:	200,000.00				
Vendor: 901	MIDSTATE INDUSTRIAL SUPPLY			Check Sequence: 30		ACH Enabled: False
26-93775	Blanket PO - February 2026	732.45	03/09/2026	001-5110-0401-0000	11056400	
26-93776	Blanket PO - February 2026	250.80	03/09/2026	004-1640-0401-0000	11056400	
26-93776	Blanket PO - February 2026	258.40	03/09/2026	001-1640-0401-0000	11056400	
26-93776	Blanket PO - February 2026	250.80	03/09/2026	005-1640-0401-0000	11056400	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	1,492.45				
Vendor: 88	MOTION INDUSTRIES			Check Sequence: 31		ACH Enabled: False
NY23-00043716	70 Duno Neoprene, NSK 6203 DDU Bearing	72.39	03/09/2026	005-8130-0410-0000	11056399	
NY23-00043868	70 Duno Neoprene, NSK 6203 DDU Bearing	857.43	03/09/2026	005-8130-0410-0000	11056399	
	Check Total:	929.82				
Vendor: 138	NAPA AUTO PARTS			Check Sequence: 32		ACH Enabled: False
685191	Blanket PO - February 2026	42.12	03/09/2026	001-5142-0408-0000	11056351	
685215	Blanket PO - February 2026	18.96	03/09/2026	001-3120-0408-0000	11056351	
685278	Blanket PO - February 2026	131.28	03/09/2026	001-3120-0408-0000	11056351	
685365	Blanket PO - February 2026	140.64	03/09/2026	001-5142-0408-0000	11056351	
685599	Blanket PO - February 2026	56.28	03/09/2026	004-8320-0408-0000	11056351	
686057	Blanket PO - February 2026	56.04	03/09/2026	001-3120-0408-0000	11056351	
686087	Blanket PO - February 2026	78.36	03/09/2026	001-3120-0408-0000	11056351	
686230	Blanket PO - February 2026	127.95	03/09/2026	004-8340-0408-0000	11056351	
686241	Blanket PO - February 2026	192.54	03/09/2026	001-5142-0408-0000	11056351	
686242	Blanket PO - February 2026	10.74	03/09/2026	001-3410-0408-0000	11056351	
686286	Blanket PO - February 2026	8.90	03/09/2026	001-5142-0408-0000	11056351	
	Check Total:	863.81				
Vendor: 3788	National Business Technologies-Customer Care			Check Sequence: 33		ACH Enabled: False
5037613950	Phone bill 02/22-03/21	149.05	03/09/2026	001-1610-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	62.63	03/09/2026	001-7260-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	31.00	03/09/2026	005-1640-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	31.94	03/09/2026	001-1640-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	31.00	03/09/2026	004-1640-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	186.00	03/09/2026	005-8110-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	375.76	03/09/2026	001-3410-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	250.51	03/09/2026	001-3120-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	187.89	03/09/2026	005-8130-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	42.59	03/09/2026	001-1490-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	31.31	03/09/2026	001-7180-0402-0000	11056385	
5037613950	Phone bill 02/22-03/21	186.00	03/09/2026	004-8310-0402-0000	11056385	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	1,565.68				
Vendor: 134	NATIONAL GRID			Check Sequence: 34		ACH Enabled: False
05230-05003	Electric Bills	27.65	03/09/2026	001-7110-0403-0000	11056350	
54237-38108	Electric Bills	780.47	03/09/2026	004-8320-0403-0000	11056350	
	Check Total:	808.12				
Vendor: 2435	NORTHERN SUPPLY INC.			Check Sequence: 35		ACH Enabled: False
143884	React Edge w/tips, Re-springs 3.5"- Tenco Plow/	3,298.00	03/09/2026	001-5142-0408-0000	11056364	
	Check Total:	3,298.00				
Vendor: 147	PITNEY BOWES			Check Sequence: 36		ACH Enabled: False
1028969161	Ink Cartridges for Postage Machine	212.42	03/09/2026	001-1610-0401-0000	11056352	
	Check Total:	212.42				
Vendor: 407	PLATTSBURGH SPRING, INC.			Check Sequence: 37		ACH Enabled: False
176859	4.80 x 12 Wheel/tire - Utility Trailer	232.00	03/09/2026	001-5142-0408-0000	11056388	
	Check Total:	232.00				
Vendor: 3262	POLLARDWATER			Check Sequence: 38		ACH Enabled: False
0305191	5/16 Tube Pulse Deicer	220.72	03/09/2026	004-8340-0401-0000	11056368	
	Check Total:	220.72				
Vendor: 5387	POLSINELLO LUBRICANTS			Check Sequence: 39		ACH Enabled: False
301259	2 Cases of 40 Grease tubes, DEF	1,015.12	03/09/2026	001-5142-0408-0000	11056397	
	Check Total:	1,015.12				
Vendor: 2024	QUILL CORPORATION			Check Sequence: 40		ACH Enabled: False
47701731	Copy paper, tissues, pencils, calculator, etc.	24.84	03/09/2026	001-1610-0401-0000	11056362	
47701731	Copy paper, tissues, pencils, calculator, etc.	49.99	03/09/2026	001-7260-0401-0000	11056362	
47701731	Copy paper, tissues, pencils, calculator, etc.	87.98	03/09/2026	001-1010-0401-0000	11056362	
47720957	Trash pail, garbage bags	5.84	03/09/2026	001-7260-0401-0000	11056362	
47725108	Trash pail, garbage bags	50.39	03/09/2026	001-7260-0401-0000	11056362	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	219.04				
Vendor: 3721	RATNIK INDUSTRIES, INC.			Check Sequence: 41		ACH Enabled: False
15183	Low pressure vertical pump, high pressure boost	69,333.33	03/09/2026	001-7260-0200-0000	11056382	
	Check Total:	69,333.33				
Vendor: 3442	SARATOGA CLEANERS @ WARRENSBURG LAUNDRY			Check Sequence: 42		ACH Enabled: False
153	PD Laundry Services	18.00	03/09/2026	001-3120-0400-0000	11056371	
182	PD Laundry Services	10.00	03/09/2026	001-3120-0400-0000	11056371	
430	PD Laundry Services	18.00	03/09/2026	001-3120-0400-0000	11056371	
431	PD Laundry Services	18.00	03/09/2026	001-3120-0400-0000	11056371	
439	PD Laundry Services	30.00	03/09/2026	001-3120-0400-0000	11056371	
	Check Total:	94.00				
Vendor: 1615	JAMIE SAVAGE			Check Sequence: 43		ACH Enabled: False
03/13-03/14	Music for St Patrick's Celebration 03/13, 0314 "I	525.00	03/09/2026	001-8620-0400-0000	11056357	
	Check Total:	525.00				
Vendor: 3596	SCOOTER'S CLEANING			Check Sequence: 44		ACH Enabled: False
888	Cleaning Services - Berkeley Green & PD	1,460.00	03/09/2026	001-7110-0400-0000	11056377	
889	Cleaning Services - Berkeley Green & PD	1,200.00	03/09/2026	001-3120-0400-0000	11056377	
	Check Total:	2,660.00				
Vendor: 1539	SLACK CHEMICAL CO, INC			Check Sequence: 45		ACH Enabled: False
222872	Annual Supply of Sodium Hypochlorite for disin	-40.00	03/09/2026	004-8330-0401-0000	11056354	
498363	Annual Supply of Sodium Hypochlorite for disin	1,287.86	03/09/2026	004-8330-0401-0000	11056354	
498364	Annual Supply of Soda Ash for PH Alkalinity	1,212.40	03/09/2026	004-8330-0401-0000	11056354	
	Check Total:	2,460.26				
Vendor: 2546	SLIC NETWORK SOLUTIONS INC			Check Sequence: 46		ACH Enabled: False
4670350	Internet Service - March 2026	77.52	03/09/2026	004-8310-0400-0000	11056366	
4670350	Internet Service - March 2026	77.52	03/09/2026	005-8110-0400-0000	11056366	
4670350	Internet Service - March 2026	79.86	03/09/2026	001-1680-0400-0000	11056366	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	234.90				
Vendor: 3789	STANDARD LIFE INS COMP			Check Sequence: 47		ACH Enabled: False
161-754098	Retiree Dental Insurance - March 2026	106.84	03/09/2026	004-9070-0800-0000	11056386	
161-754098	Retiree Dental Insurance - March 2026	142.44	03/09/2026	001-9070-0800-0000	11056386	
161-754098	Retiree Dental Insurance - March 2026	106.84	03/09/2026	005-9070-0800-0000	11056386	
	Check Total:	356.12				
Vendor: 3537	STANDARD LIFE INSURANCE CO OF NY			Check Sequence: 48		ACH Enabled: False
161-770195	PD Dental Insurance- March 2026	96.00	03/09/2026	001-3120-0870-0000	11056375	
	Check Total:	96.00				
Vendor: 1572	SYMQUEST GROUP, INC.			Check Sequence: 49		ACH Enabled: False
2081053	Copier Service- WWTP & CG	56.59	03/09/2026	005-8110-0400-0000	11056356	
2081053	Copier Service- WWTP & CG	21.05	03/09/2026	001-1490-0400-0000	11056356	
2081053	Copier Service- WWTP & CG	56.58	03/09/2026	004-8310-0400-0000	11056356	
2081939	Copier Service -DPW	10.00	03/09/2026	005-8110-0400-0000	11056356	
2081939	Copier Service -DPW	10.30	03/09/2026	001-1490-0400-0000	11056356	
2081939	Copier Service -DPW	10.00	03/09/2026	004-8310-0400-0000	11056356	
	Check Total:	164.52				
Vendor: 186	TOWN OF HARRIETSTOWN			Check Sequence: 50		ACH Enabled: False
FEB 2026	Registrar Fees- February 2026	440.00	03/09/2026	001-4020-0400-0000	11056358	
	Check Total:	440.00				
Vendor: 188	TRUDEAU SAND & GRAVEL			Check Sequence: 51		ACH Enabled: False
0054002	Straw for Pisgah	110.00	03/09/2026	001-7260-0401-0000	11056359	
	Check Total:	110.00				
Vendor: 393	UNIFIRST CORPORATION			Check Sequence: 52		ACH Enabled: False
1120254707	Yearly Contract for Uniform Service	14.55	03/09/2026	001-1640-0400-0000	11056387	
1120254707	Yearly Contract for Uniform Service	14.12	03/09/2026	005-1640-0400-0000	11056387	
1120254707	Yearly Contract for Uniform Service	14.12	03/09/2026	004-1640-0400-0000	11056387	
1120255748	Yearly Contract for Uniform Service	13.33	03/09/2026	001-1640-0400-0000	11056387	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
1120255748	Yearly Contract for Uniform Service	12.93	03/09/2026	005-1640-0400-0000	11056387	
1120255748	Yearly Contract for Uniform Service	12.93	03/09/2026	004-1640-0400-0000	11056387	
	Check Total:	81.98				
Vendor: 25	W.B. MASON CO., INC.			Check Sequence: 53		ACH Enabled: False
260135431	PD Office supplies- copy paper, flash drives, cla	117.79	03/09/2026	001-3120-0401-0000	11056365	
260187881	PD Office supplies- copy paper, flash drives, cla	23.10	03/09/2026	001-3120-0401-0000	11056365	
	Check Total:	140.89				
Vendor: 4979	WEX BANK			Check Sequence: 54		ACH Enabled: False
110987028	Exxon Mobil Gas Cards - February 2026	2,054.98	03/09/2026	001-3120-0409-0000	11056391	
110987028	Exxon Mobil Gas Cards - February 2026	457.73	03/09/2026	005-8120-0409-0000	11056391	
110987028	Exxon Mobil Gas Cards - February 2026	262.76	03/09/2026	001-7260-0409-0000	11056391	
110987028	Exxon Mobil Gas Cards - February 2026	519.05	03/09/2026	004-8340-0409-0000	11056391	
110987028	Exxon Mobil Gas Cards - February 2026	570.27	03/09/2026	001-5142-0409-0000	11056391	
110987028	Exxon Mobil Gas Cards - February 2026	29.59	03/09/2026	001-3620-0409-0000	11056391	
	Check Total:	3,894.38				
Vendor: 154	Young/Sommer LLC			Check Sequence: 55		ACH Enabled: False
177323	Code Enforcement Legal Services	462.00	03/09/2026	001-3620-0400-0000	11056355	
	Check Total:	462.00				
	Total for Check Run:	448,832.94				
	Total of Number of Checks:	55				

Accounts Payable

Voucher Approval List

User: accountspayable@saranaclakeny.gov
Printed: 03/03/2026 - 11:13AM
Batch: 00001.03.2026 - Vouchers 2026-03-09

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056361	15776752	ACME TOOLS	Power Blankets 3' x 4'	004-8320-0407-0000		724.98
					Warrant Total:	**724.98**
11056353	1706	ADIRONDACK ECONOMIC DEVELOPMENT C	Village revolving loan program-AEDC Loan Admin Services	204-1420-0400-0000		6,230.00
					Warrant Total:	**6,230.00**
11056370	13552	ADIRONDACK TECHS. LLC	Village Main Offices New Server	001-1680-0200-0000		2,416.00
11056370	13552	ADIRONDACK TECHS. LLC	Village Main Offices New Server	004-8310-0200-0000		771.90
11056370	13552	ADIRONDACK TECHS. LLC	Village Main Offices New Server	005-8110-0200-0000		771.90
11056370	13621	ADIRONDACK TECHS. LLC	Pisgah Domain Renewal	001-7260-0400-0000		29.96
11056370	13664	ADIRONDACK TECHS. LLC	Recurring Monthly Hosted Services	004-8310-0400-0000		497.56
11056370	13664	ADIRONDACK TECHS. LLC	Recurring Monthly Hosted Services	005-8110-0400-0000		497.56
11056370	13664	ADIRONDACK TECHS. LLC	Recurring Monthly Hosted Services	001-1680-0400-0000		512.63
					Warrant Total:	**5,497.51**
11056360	03/08-03/14	BVFD AUXILIARY	Advertising on sign-St Patrick's Parade 03/08-03/14	001-7550-0400-0000		35.00
					Warrant Total:	**35.00**
11056384	158016	CARDIAC LIFE	Philips Smart Pads, Philips AED Pads	001-1410-0400-0000		222.01
					Warrant Total:	**222.01**
11056348	2912034342	CARGILL INC.	Blanket PO - Road Salt	001-5142-0401-0000		3,250.32
					Warrant Total:	**3,250.32**
11056380	2DAA3AE4-0155	COLUMN SOFTWARE PBC	Dev Board Public Hearing, Election Public Notice	001-1450-0400-0000		44.90
11056380	2DAA3AE4-154	COLUMN SOFTWARE PBC	Dev Board Public Hearing, Election Public Notice	001-8620-0400-0000		32.74
					Warrant Total:	**77.64**
11056374	63368-0	COMMERCIAL SALES	Water for Village Offices - February 2026	004-8310-0400-0000		14.37
11056374	63368-0	COMMERCIAL SALES	Water for Village Offices - February 2026	001-1610-0400-0000		14.82
11056374	63368-0	COMMERCIAL SALES	Water for Village Offices - February 2026	005-8110-0400-0000		14.37

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056374	64535-0	COMMERCIAL SALES	Water for Village Offices - February 2026	001-1610-0400-0000		14.82
11056374	64535-0	COMMERCIAL SALES	Water for Village Offices - February 2026	004-8310-0400-0000		14.37
11056374	64535-0	COMMERCIAL SALES	Water for Village Offices - February 2026	005-8110-0400-0000		14.37
11056374	65755-0	COMMERCIAL SALES	Water for Village Offices - February 2026	001-1610-0400-0000		14.82
11056374	65755-0	COMMERCIAL SALES	Water for Village Offices - February 2026	004-8310-0400-0000		14.37
11056374	65755-0	COMMERCIAL SALES	Water for Village Offices - February 2026	005-8110-0400-0000		14.37
11056374	C 63841-0	COMMERCIAL SALES	Water for Village Offices - February 2026	001-1610-0400-0000		-4.00
11056374	C 63841-0	COMMERCIAL SALES	Water for Village Offices - February 2026	004-8310-0400-0000		-3.90
11056374	C 63841-0	COMMERCIAL SALES	Water for Village Offices - February 2026	005-8110-0400-0000		-3.90
11056374	C 65137-0	COMMERCIAL SALES	Water for Village Offices - February 2026	004-8310-0400-0000		-7.79
11056374	C 65137-0	COMMERCIAL SALES	Water for Village Offices - February 2026	001-1610-0400-0000		-8.02
11056374	C 65137-0	COMMERCIAL SALES	Water for Village Offices - February 2026	005-8110-0400-0000		-7.79
11056374	C 66384-0	COMMERCIAL SALES	Water for Village Offices - February 2026	001-1610-0400-0000		-10.02
11056374	C 66384-0	COMMERCIAL SALES	Water for Village Offices - February 2026	004-8310-0400-0000		-9.74
11056374	C 66384-0	COMMERCIAL SALES	Water for Village Offices - February 2026	005-8110-0400-0000		-9.74
					Warrant Total:	**65.78**
11056349	66141	COMPASS PRINTING PLUS	Chili Cook-off Banner, Posters	001-8620-0401-0000		337.00
					Warrant Total:	**337.00**
11056372	Y508096	CORE & MAIN LP	5/8 Meter Bases, Liners, Gaskets	004-8340-0401-0000		310.14
					Warrant Total:	**310.14**
11056376	566743	ENDYNE INC.	Raw & Purification Water Testing @ Water Treatment Plant	004-8330-0400-0000		50.00
11056376	567311	ENDYNE INC.	SPEDES Required Testing @ WWTP (lab testing)	005-8130-0400-0000		111.00
11056376	567312	ENDYNE INC.	SPEDES Required Testing @ WWTP (lab testing)	005-8130-0400-0000		111.00
11056376	567313	ENDYNE INC.	Raw & Purification Water Testing @ Water Treatment Plant	004-8330-0400-0000		50.00
					Warrant Total:	**322.00**
11056369	21288	EVERGREEN AUTO CENTER	Fisher Halogen Headlight kit- 2020 F550	001-5142-0408-0000		557.55
					Warrant Total:	**557.55**
11056389	46856295	EXCELLUS BLUECROSS BLUESHIELD	Retiree Traditional Health Insurance - March 2026	005-9060-0800-0000		472.38
11056389	46856295	EXCELLUS BLUECROSS BLUESHIELD	Retiree Traditional Health Insurance - March 2026	001-3120-0860-0000		896.42
11056389	46856295	EXCELLUS BLUECROSS BLUESHIELD	Retiree Traditional Health Insurance - March 2026	001-9060-0800-0000		486.68
11056389	46856295	EXCELLUS BLUECROSS BLUESHIELD	Retiree Traditional Health Insurance - March 2026	004-9060-0800-0000		472.38
					Warrant Total:	**2,327.86**

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056367	46859874	EXCELLUS HEALTH PLAN	Retiree Prescription Plan - March 2026	005-9060-0800-0000		322.62
11056367	46859874	EXCELLUS HEALTH PLAN	Retiree Prescription Plan - March 2026	004-9060-0800-0000		322.62
11056367	46859874	EXCELLUS HEALTH PLAN	Retiree Prescription Plan - March 2026	001-9060-0800-0000		430.16
11056367	46859874	EXCELLUS HEALTH PLAN	Retiree Prescription Plan - March 2026	001-3120-0860-0000		1,089.48
					Warrant Total:	**2,164.88**
11056392	46856599	EXCELLUS HEALTH PLAN - GROUP	PD Health Insurance - March 2026	001-3120-0860-0000		9,233.95
					Warrant Total:	**9,233.95**
11056381	44193	FISCHER, BESSETTE, MULDOWNEY & MCARI	Legal Services through 01/31/2026	005-1420-0400-0000		4,237.98
11056381	44193	FISCHER, BESSETTE, MULDOWNEY & MCARI	Legal Services through 01/31/2026	001-1420-0400-0000		4,366.39
11056381	44193	FISCHER, BESSETTE, MULDOWNEY & MCARI	Legal Services through 01/31/2026	004-1420-0400-0000		4,237.98
					Warrant Total:	**12,842.35**
11056378	02538.005	GOMEZ & SULLIVAN ENGINEERS DPC	Lake Flower Dam Safety-Annual Inspection	001-8989-0400-0000		5,852.00
11056378	02663.004	GOMEZ & SULLIVAN ENGINEERS DPC	Project No. 02663	001-1440-0400-0000		2,277.90
					Warrant Total:	**8,129.90**
11056394	9797485837	GRAINGER, INC.	Full body harness, Toggle switch	005-8130-0410-0000		78.91
11056394	9797953594	GRAINGER, INC.	Road Flare- 30 min burn	001-7550-0401-0000		201.27
11056394	9814271897	GRAINGER, INC.	Green striping paint, pins	001-5142-0408-0000		38.60
11056394	9814271897	GRAINGER, INC.	Green striping paint, pins	001-7550-0401-0000		104.58
11056394	9814271905	GRAINGER, INC.	Safety Signs	001-5132-0407-0000		118.53
11056394	9814271905	GRAINGER, INC.	Safety Signs	001-1640-0407-0000		49.77
11056394	9814271921	GRAINGER, INC.	Safety Signs	001-1640-0407-0000		68.76
11056394	9814271921	GRAINGER, INC.	Safety Signs	004-8320-0407-0000		158.04
					Warrant Total:	**818.46**
11056396	7020705.320721	HARRIS BEACH MURTHA	Long-term Financing EFC C5-5516-09-00	219-1420-0200-0000		10,990.59
					Warrant Total:	**10,990.59**
11056395	B Domenico	HOTEL SARANAC	Adk Planning Forum	001-8620-0406-0000		116.60
11056395	B Reichert	HOTEL SARANAC	Adk Planning Forum	001-8620-0406-0000		116.60
11056395	C McClatchie	HOTEL SARANAC	Adk Planning Forum	001-8620-0406-0000		116.60
11056395	D Reilly	HOTEL SARANAC	Adk Planning Forum	001-8620-0406-0000		116.60
11056395	K Glynn	HOTEL SARANAC	Adk Planning Forum	001-8620-0406-0000		116.60
11056395	Kt Stiles	HOTEL SARANAC	Adk Planning Forum	001-8620-0406-0000		116.60
11056395	M Cantwell-Jackson	HOTEL SARANAC	Adk Planning Forum	001-8620-0406-0000		116.60

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056395	R Weber	HOTEL SARANAC	Adk Planning Forum	001-8620-0406-0000		116.60
11056395	T Jackson	HOTEL SARANAC	Adk Planning Forum	001-8620-0406-0000		116.60
					Warrant Total:	**1,049.40**
11056398	S137549	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	004-8340-0401-0000		49.82
11056398	S137553	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	004-8340-0401-0000		44.31
11056398	S137574	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	005-8130-0410-0000		218.27
11056398	S137672	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	005-8130-0410-0000		13.46
11056398	S137672-01	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	005-8130-0410-0000		290.84
11056398	S137694	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	004-8340-0401-0000		8.26
11056398	S137950	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	004-8340-0401-0000		12.07
11056398	S138027	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	001-1620-0407-0000		55.62
11056398	S138041	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	001-1620-0407-0000		21.61
11056398	S138053	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	001-1620-0407-0000		34.03
11056398	S138131	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	001-1620-0407-0000		16.72
11056398	S138143	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	001-1620-0407-0000		45.71
11056398	S138167	HULBERT'S TRI-LAKE SUPPLY	Blanket PO - February 2026	001-1620-0407-0000		67.78
					Warrant Total:	**878.50**
11056357	03/13-03/14	JAMIE SAVAGE	Music for St Patrick's Celebration 03/13, 0314 "Knotty Pady"	001-8620-0400-0000		525.00
					Warrant Total:	**525.00**
11056401	48628359	KONICA MINOLTA PREMIER FINANCE	Copier Lease - Village Office & PD	001-1610-0400-0000		137.40
11056401	48628359	KONICA MINOLTA PREMIER FINANCE	Copier Lease - Village Office & PD	004-8310-0400-0000		133.37
11056401	48628359	KONICA MINOLTA PREMIER FINANCE	Copier Lease - Village Office & PD	001-3120-0400-0000		113.02
11056401	48628359	KONICA MINOLTA PREMIER FINANCE	Copier Lease - Village Office & PD	005-8110-0400-0000		133.37
					Warrant Total:	**517.16**
11056373	295757	LABELLA ASSOCIATES, DPC	Prof. Services- Baldwin Park (LEAF Grant)	140-7110-0200-0000		4,340.00
11056373	295223	LABELLA ASSOCIATES, DPC	SL Code Updates: Annexation	001-8010-0400-0000		156.72
					Warrant Total:	**4,496.72**
11056379	A103183-IN	LIFETIME BENEFIT SOLUTIONS, INC.	PD HRA/FSA Admin Fees - February 2026	001-3120-0860-0000		198.00
					Warrant Total:	**198.00**
11056363	LOAN ID 2601	M & T BANK	Project #C5-5516-04-00 EFC Principal Payment	005-9710-0600-0000		200,000.00
					Warrant Total:	**200,000.00**

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056400	26-93775	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - February 2026	001-5110-0401-0000		732.45
11056400	26-93776	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - February 2026	005-1640-0401-0000		250.80
11056400	26-93776	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - February 2026	001-1640-0401-0000		258.40
11056400	26-93776	MIDSTATE INDUSTRIAL SUPPLY	Blanket PO - February 2026	004-1640-0401-0000		250.80
					Warrant Total:	**1,492.45**
11056399	NY23-00043716	MOTION INDUSTRIES	70 Duno Neoprene, NSK 6203 DDU Bearing	005-8130-0410-0000		72.39
11056399	NY23-00043868	MOTION INDUSTRIES	70 Duno Neoprene, NSK 6203 DDU Bearing	005-8130-0410-0000		857.43
					Warrant Total:	**929.82**
11056351	685191	NAPA AUTO PARTS	Blanket PO - February 2026	001-5142-0408-0000		42.12
11056351	685215	NAPA AUTO PARTS	Blanket PO - February 2026	001-3120-0408-0000		18.96
11056351	685278	NAPA AUTO PARTS	Blanket PO - February 2026	001-3120-0408-0000		131.28
11056351	685365	NAPA AUTO PARTS	Blanket PO - February 2026	001-5142-0408-0000		140.64
11056351	685599	NAPA AUTO PARTS	Blanket PO - February 2026	004-8320-0408-0000		56.28
11056351	686057	NAPA AUTO PARTS	Blanket PO - February 2026	001-3120-0408-0000		56.04
11056351	686087	NAPA AUTO PARTS	Blanket PO - February 2026	001-3120-0408-0000		78.36
11056351	686230	NAPA AUTO PARTS	Blanket PO - February 2026	004-8340-0408-0000		127.95
11056351	686241	NAPA AUTO PARTS	Blanket PO - February 2026	001-5142-0408-0000		192.54
11056351	686242	NAPA AUTO PARTS	Blanket PO - February 2026	001-3410-0408-0000		10.74
11056351	686286	NAPA AUTO PARTS	Blanket PO - February 2026	001-5142-0408-0000		8.90
					Warrant Total:	**863.81**
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	001-7180-0402-0000		31.31
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	005-1640-0402-0000		31.00
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	001-7260-0402-0000		62.63
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	001-1490-0402-0000		42.59
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	004-8310-0402-0000		186.00
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	001-1610-0402-0000		149.05
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	005-8130-0402-0000		187.89
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	004-1640-0402-0000		31.00
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	001-3410-0402-0000		375.76
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	005-8110-0402-0000		186.00
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	001-3120-0402-0000		250.51
11056385	5037613950	National Business Technologies-Customer Care	Phone bill 02/22-03/21	001-1640-0402-0000		31.94
					Warrant Total:	**1,565.68**
11056350	05230-05003	NATIONAL GRID	Electric Bills	001-7110-0403-0000		27.65
11056350	54237-38108	NATIONAL GRID	Electric Bills	004-8320-0403-0000		780.47

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
					Warrant Total:	**808.12**
11056393	3964	NORTH COUNTRY ELECTRICAL SERVICES, IN	Electrical Upgrades-DPW (NYSERDA Grant)	231-5132-0200-0000		11,300.00
					Warrant Total:	**11,300.00**
11056364	143884	NORTHERN SUPPLY INC.	React Edge w/tips, Re-springs 3.5"- Tenco Plow/wings	001-5142-0408-0000		3,298.00
					Warrant Total:	**3,298.00**
11056352	1028969161	PITNEY BOWES	Ink Cartridges for Postage Machine	001-1610-0401-0000		212.42
					Warrant Total:	**212.42**
11056388	176859	PLATTSBURGH SPRING, INC.	4.80 x 12 Wheel/tire - Utility Trailer	001-5142-0408-0000		232.00
					Warrant Total:	**232.00**
11056368	0305191	POLLARDWATER	5/16 Tube Pulse Deicer	004-8340-0401-0000		220.72
					Warrant Total:	**220.72**
11056397	301259	POLSINELLO LUBRICANTS	2 Cases of 40 Grease tubes, DEF	001-5142-0408-0000		1,015.12
					Warrant Total:	**1,015.12**
11056362	47701731	QUILL CORPORATION	Copy paper, tissues, pencils, calculator, etc.	001-1610-0401-0000		24.84
11056362	47701731	QUILL CORPORATION	Copy paper, tissues, pencils, calculator, etc.	001-7260-0401-0000		49.99
11056362	47701731	QUILL CORPORATION	Copy paper, tissues, pencils, calculator, etc.	001-1010-0401-0000		87.98
11056362	47720957	QUILL CORPORATION	Trash pail, garbage bags	001-7260-0401-0000		5.84
11056362	47725108	QUILL CORPORATION	Trash pail, garbage bags	001-7260-0401-0000		50.39
					Warrant Total:	**219.04**
11056382	15183	RATNIK INDUSTRIES, INC.	Low pressure vertical pump, high pressure booster pumps	001-7260-0200-0000		69,333.33
					Warrant Total:	**69,333.33**
11056371	153	SARATOGA CLEANERS @ WARRENSBURG LA	PD Laundry Services	001-3120-0400-0000		18.00
11056371	182	SARATOGA CLEANERS @ WARRENSBURG LA	PD Laundry Services	001-3120-0400-0000		10.00
11056371	430	SARATOGA CLEANERS @ WARRENSBURG LA	PD Laundry Services	001-3120-0400-0000		18.00
11056371	431	SARATOGA CLEANERS @ WARRENSBURG LA	PD Laundry Services	001-3120-0400-0000		18.00
11056371	439	SARATOGA CLEANERS @ WARRENSBURG LA	PD Laundry Services	001-3120-0400-0000		30.00
					Warrant Total:	**94.00**
11056377	888	SCOOTER'S CLEANING	Cleaning Services - Berkeley Green & PD	001-7110-0400-0000		1,460.00

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056377	889	SCOOTER'S CLEANING	Cleaning Services - Berkeley Green & PD	001-3120-0400-0000		1,200.00
					Warrant Total:	**2,660.00**
11056354	222872	SLACK CHEMICAL CO, INC	Annual Supply of Sodium Hypochlorite for disinfection of Water S	004-8330-0401-0000		-40.00
11056354	498363	SLACK CHEMICAL CO, INC	Annual Supply of Sodium Hypochlorite for disinfection of Water S	004-8330-0401-0000		1,287.86
11056354	498364	SLACK CHEMICAL CO, INC	Annual Supply of Soda Ash for PH Alkalinity	004-8330-0401-0000		1,212.40
					Warrant Total:	**2,460.26**
11056366	4670350	SLIC NETWORK SOLUTIONS INC	Internet Service - March 2026	001-1680-0400-0000		79.86
11056366	4670350	SLIC NETWORK SOLUTIONS INC	Internet Service - March 2026	005-8110-0400-0000		77.52
11056366	4670350	SLIC NETWORK SOLUTIONS INC	Internet Service - March 2026	004-8310-0400-0000		77.52
					Warrant Total:	**234.90**
11056386	161-754098	STANDARD LIFE INS COMP	Retiree Dental Insurance - March 2026	004-9070-0800-0000		106.84
11056386	161-754098	STANDARD LIFE INS COMP	Retiree Dental Insurance - March 2026	005-9070-0800-0000		106.84
11056386	161-754098	STANDARD LIFE INS COMP	Retiree Dental Insurance - March 2026	001-9070-0800-0000		142.44
					Warrant Total:	**356.12**
11056375	161-770195	STANDARD LIFE INSURANCE CO OF NY	PD Dental Insurance- March 2026	001-3120-0870-0000		96.00
					Warrant Total:	**96.00**
11056390	24-110(10)	SUOZZO, DOTY & ASSOCIATES	Project 24-110: SL WTP & Distribution Upgrades	252-1440-0400-0000		10,673.75
11056390	24-128(14)	SUOZZO, DOTY & ASSOCIATES	Project #24-128: WPCP Upgrades Task 2-Survey	251-1440-0400-0000		8,549.50
11056390	24-129(15)	SUOZZO, DOTY & ASSOCIATES	Project #24-129: Modification-Task 2-reporting	251-1440-0400-0000		3,827.50
11056390	24-130 (15)	SUOZZO, DOTY & ASSOCIATES	Project 24-130: Task 9-90% Design-Swamp Line & Sewer Main	230-1440-0400-0000		585.00
11056390	24-130(15)	SUOZZO, DOTY & ASSOCIATES	Project 24-130: Reimbursables	230-1440-0400-0000		36.26
11056390	24-130(15)	SUOZZO, DOTY & ASSOCIATES	#24-130: Collection System FEMA Task 5-Project Management	230-1440-0400-0000		7,147.50
11056390	24-130(15)	SUOZZO, DOTY & ASSOCIATES	#24-130: Collection System FEMA Task 7-Sampling	230-1440-0400-0000		1,530.17
11056390	24-130(15)	SUOZZO, DOTY & ASSOCIATES	#24-130: Collection System FEMA Task 2-Existing Sanitary Survey	230-1440-0400-0000		8,395.00
					Warrant Total:	**40,744.68**
11056356	2081053	SYMQUEST GROUP, INC.	Copier Service- WWTP & CG	001-1490-0400-0000		21.05
11056356	2081053	SYMQUEST GROUP, INC.	Copier Service- WWTP & CG	005-8110-0400-0000		56.59
11056356	2081053	SYMQUEST GROUP, INC.	Copier Service- WWTP & CG	004-8310-0400-0000		56.58
11056356	2081939	SYMQUEST GROUP, INC.	Copier Service -DPW	004-8310-0400-0000		10.00
11056356	2081939	SYMQUEST GROUP, INC.	Copier Service -DPW	005-8110-0400-0000		10.00
11056356	2081939	SYMQUEST GROUP, INC.	Copier Service -DPW	001-1490-0400-0000		10.30

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
					Warrant Total:	**164.52**
11056358	FEB 2026	TOWN OF HARRIETSTOWN	Registrar Fees- February 2026	001-4020-0400-0000		440.00
					Warrant Total:	**440.00**
11056359	0054002	TRUDEAU SAND & GRAVEL	Straw for Pisgah	001-7260-0401-0000		110.00
					Warrant Total:	**110.00**
11056387	1120254707	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	004-1640-0400-0000		14.12
11056387	1120254707	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	005-1640-0400-0000		14.12
11056387	1120254707	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	001-1640-0400-0000		14.55
11056387	1120255748	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	004-1640-0400-0000		12.93
11056387	1120255748	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	001-1640-0400-0000		13.33
11056387	1120255748	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	005-1640-0400-0000		12.93
					Warrant Total:	**81.98**
11056365	260135431	W.B. MASON CO., INC.	PD Office supplies- copy paper, flash drives, clamps	001-3120-0401-0000		117.79
11056365	260187881	W.B. MASON CO., INC.	PD Office supplies- copy paper, flash drives, clamps	001-3120-0401-0000		23.10
					Warrant Total:	**140.89**
11056383	621601-17	WENDEL	Project 621601- Design Phase 1	228-3497-0416-0000		33,600.00
					Warrant Total:	**33,600.00**
11056391	110987028	WEX BANK	Exxon Mobil Gas Cards - February 2026	004-8340-0409-0000		519.05
11056391	110987028	WEX BANK	Exxon Mobil Gas Cards - February 2026	005-8120-0409-0000		457.73
11056391	110987028	WEX BANK	Exxon Mobil Gas Cards - February 2026	001-3620-0409-0000		29.59
11056391	110987028	WEX BANK	Exxon Mobil Gas Cards - February 2026	001-5142-0409-0000		570.27
11056391	110987028	WEX BANK	Exxon Mobil Gas Cards - February 2026	001-3120-0409-0000		2,054.98
11056391	110987028	WEX BANK	Exxon Mobil Gas Cards - February 2026	001-7260-0409-0000		262.76
					Warrant Total:	**3,894.38**
11056355	177323	Young/Sommer LLC	Code Enforcement Legal Services	001-3620-0400-0000		462.00
					Warrant Total:	**462.00**
					Report Total:	**448,832.94**

Accounts Payable

Voucher Approval Document

User:	accountspayable@saranaclakeny.gov
Printed:	03/03/2026 - 11:13AM
Date Type:	
Batch:	00001.03.2026 - Vouchers 2026-03-09
Voucher From & To:	
Date From & To:	
Batch:	AP5 00001.03.2026

ABSTRACT OF CLAIMS FOR VILLAGE OF SARANAC LAKE

The claims set forth bearing numbers _____ to _____ have been audited and allowed by us being the Mayor & Trustees of the Village Board.

Mayor/Trustee: _____ Date: _____

TO THE TREASURER OF THE VILLAGE

You are hereby authorized and directed to pay to the order of the following vendors the various amounts in payment of Claims hereinafter set forth, numbered the same as above inclusive, which have been audited and allowed and are chargeable to the fund and appropriation account as designated.

Fund	Description	Amount
001	GENERAL FUND	119,249.83
004	WATER FUND	12,775.63
005	SEWER FUND	209,602.21
140	PARKS AND TREES	4,340.00
204	REVOLVING LOAN FUND	6,230.00
219	UV DISINFECTION PROJECT	10,990.59
228	EMERGENCY SER. NEW BUILD BILL# 28-2022	33,600.00
230	SEWER TRUNK/SWAMP LINE FEMA	17,693.93
231	Cap Fund for Mun Bldg Imprvmt	11,300.00
251	WPCP & WWTP UPGRADES	12,377.00
252	WTP & DISTRIBUTION UPGRDS	10,673.75
	Report Total:	448,832.94

VILLAGE BOARD REGULAR MEETING
Monday, February 23, 2026
Regular Meeting began at 5:00 PM and ended at 7:30 PM
Meeting was held in person in the Village Board Room and was also available on zoom

CALL TO ORDER
PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Williams present; Trustee Brunette present; Trustee Ryan; present; Trustee Scollin present; Trustee White present.
Staff also Present: Village Manager Bachana Tsiklauri, Village Clerk Amanda Hopf, and Deputy Clerk Nicole McClatchie

AUDITING:
Chair Mayor Williams called for a motion to approve payment for the 2026 Budget $69,808.26 batch number 02232026. Complete detail of these vouchers is attached and made part of these minutes.
Motion: White Second: Brunette
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

APPROVAL OF MINUTES:
Chair Mayor Williams called for a motion to approve the minutes
Motion: Scollin Second: White
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

PUBLIC HEARING: Local Law amending the Development Code
Chair Mayor Williams called for a motion to open the public hearing
Motion: Brunette Second: Ryan
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.
Public Comment: Ben Douglas and Charlotte Lomino on housing specific amendments
Chair Mayor Williams called for a motion to close the public hearing
Motion: Brunette Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

COMMUNITY DEVELOPMENT DEPARTMENT UPDATE

PUBLIC COMMENT:
Dustin Martin safety concerns at Mount Pisgah
Emily Marks support of Bill 39-2026
David Lynch flock cameras and SLPD policy manual
Margot Gold Bill 39-2026 support and issues with flock cameras
Steve Urman transparency of flock cameras
Charlotte Lomino support of Bill 39-2026 and issues with flock cameras
Rosalee Fontana support of Bill 39-2026
Doug Haney flock cameras, Bill 39-2026, and Bill 40-2026
Paul Van Cott Bill 40-2026 concerns
Diane Thoma support of Bill 39-2026 and issues with flock cameras
John Monroe flock cameras
Jason Brill support of Bill 39-2026

Andrew Kelly support of Bill 39-2026
Joy Cranker support of Bill 39-2026 and issues with flock cameras
Bill Rich- proposed signage policy issues
Colleen Corgan support of bill 39-2026
Wren Davidson Seward flock cameras
Ray Scollin-proposed signage policy issues
Vincenzo Moscoto flock cameras

ITEMS FOR BOARD ACTION:

Bill 33-2026 Resolution to authorize temporary utilization of General Fund Balance and Fire Vehicle Cash Reserve to expedite purchase of new fire vehicle
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: Scollin
Motion to Table: Scollin Second: Brunette
Roll Call to Table: Williams yes; Ryan yes; Scollin yes; Brunette yes; White yes.

Bill 29-2026 Resolution adopting policy for use of Village Sign Frames
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: White Second: Brunette
Motion to Table: Scollin Second: Brunette
Roll Call to Table: Scollin yes; Brunette yes; Williams yes; White yes; Ryan yes.

Bill 34-2026 Resolution to authorize park use and road closure with sale of alcohol for 2026 Cruisin' Car Show
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: Scollin
Roll Call: Brunette no; Ryan yes; Scollin yes; White no; Williams yes.

Bill 35-2026 Resolution authorizing the transfer of funds and inter-fund budget transfers
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 36-2026 Resolution authorizing temporary Winter Water Usage Adjustment
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: White Second: Ryan
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 37-2026 Resolution authorizing a budget transfer for purchase of Police Department Overhead Door
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: Brunette

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

Bill 38-2026 Resolution authorize a budget transfer within the Police Department
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Scollin Second: Ryan
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 39-2026 Resolution limiting a local law enforcement cooperation with Federal Immigration Enforcement
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Scollin Second: White
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Bill 40-2026 Resolution expressing Village of Saranac Lake interest to acquire the Saranac Lake Armory
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: White
Roll Call: Brunette no; Ryan yes; Scollin yes; White no; Williams yes.

Bill 41-2026 Resolution approving budget adjustment for licensing compensation for DPW Superintendent and Chief Water/Wastewater Director
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Ryan Second: Brunette
Roll Call: Brunette yes; Ryan yes; Scollin yes; White no; Williams yes.

Bill 42-2026 Authorize Village Manager to sign subaward agreement for Boothe River Park Paddling Gear Library Workplan
A copy of the bill is attached and made part of these minutes
Chair Mayor Williams called for a motion
Motion: Scollin Second: Ryan
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

OLD BUSINESS: Mayor Williams APA Lease

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

PUBLIC COMMENT:
Mary Fox APA Lease and role as Public Info Officer for APA
Steve Urman support of Bill 39-2026 vote

EXECUTIVE SESSION: Information leading to current investigation of criminal offense
Chair Mayor Williams called for a motion to enter executive session
Motion: Scollin Second: Ryan
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Chair Mayor Williams called for a motion to exit executive session
Motion: Scollin Second: Ryan
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

MOTION TO ADJURN:
Chair Mayor Williams called for a motion
Motion: Ryan Second: Scollin
Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

Business of the Village Board
Village of Saranac Lake

BILL #43-2026

SUBJECT: APA Lease

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/5/2026

Authorize Village Manager to sign lease agreement with APA

MOVED BY: Ryan SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS	yes
TRUSTEE BRUNETTE	abstain
TRUSTEE RYAN	yes
TRUSTEE SCOLLIN	yes
TRUSTEE WHITE	NO

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
THE NEW YORK STATE ADIRONDACK PARK AGENCY
P.O. Box 99, 1133 NYS ROUTE 86
Ray Brook, NY 12977

AGREEMENT OF LEASE

Premises Address:

1-3 Main Street Saranac Lake
Saranac Lake, NY 12983

Landlord Name
Landlord Address:
Village of Saranac Lake
39 Main Street, Suite 9
Saranac Lake, NY 12983

Office of the New York State Comptroller's Lease No.:

Project No.:
SFS Project No.:

Agency Name: The New York State Adirondack Park Agency

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STATE OF NEW YORK
EXECUTIVE DEPARTMENT
THE NEW YORK STATE ADIRONDACK PARK AGENCY
P.O. Box 99, 1133 NYS ROUTE 86
Ray Brook, NY 12977

PARTIES

This agreement of lease (hereinafter referred to as the "Lease") is made this _____ day of March in the year Two Thousand and Twenty-Six by and between Village of Saranac Lake, having a principal place of business located at 39 Main Street, Suite 9, Saranac Lake, NY 12983, for itself, its heirs, executors, administrators, trustees, distributees, successors, assigns, and legal representatives (hereinafter referred to as the "Landlord"), and The People of the State of New York, acting by and through the Adirondack Park Agency (hereinafter referred to as the "Agency"), pursuant to section 4 of Article 27 of the New York State Executive Law (hereinafter referred to as the "State" or the "Tenant"). The foregoing may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH; the Parties for the considerations set forth herein covenant and agree as follows:

1. LETTING / PREMISES / USE

Landlord hereby leases and grants possession to Tenant, and Tenant hereby hires from Landlord approximately 2.3 acres of land (hereinafter referred to as the "Land") located at the address 1 - 3 Main Street, tax map parcel 458.21-2-1, exclusive of those areas of the parcel containing the Riverwalk and associated park, shoreline, canoe launch, dam infrastructure, hydroelectric turbine generator, related foundations, and all related appurtenances, in the Village of Saranac Lake, County of Franklin and State of New York as shown on the plan designated "Property Description Map", which is annexed to this Lease as Exhibit 1. Landlord also hereby leases and grants possession to Tenant, and Tenant hereby hires from Landlord approximately 9,000 square feet in the two existing buildings (hereinafter referred to as the "Buildings") located at the address 1 - 3 Main Street, tax map parcel 458.21-2-1, in the Village of Saranac Lake, County of Franklin and State of New York as shown on the plan designated "Property Description Map", which is annexed to this Lease as Exhibit 1. Combined, the Land and Buildings constitute the entirety of the areas hired by Tenant (hereinafter referred to as the "Premises" or the "Demised Premises").

Areas including the parking lot and internal sidewalks (hereinafter referred to as the "Common Areas"), as delineated in the plan designated "Property Description Map", which is annexed to this lease as Exhibit 1, may be used by the public pursuant to this Lease, and as also described in Section 12. Tenant shall not be responsible or liable for any act, omission, condition, injury, damage, loss, or incident occurring in or upon any Common Area.

The Demised Premises shall be used by Tenant for official business of the State by The New York State Adirondack Park Agency and also includes: (i) rehabilitating the internal spaces of the existing Buildings, (ii) developing shared ingress/egress between the Buildings, (iii) repairing, replacing, and adding windows at and

to the Buildings, (iv) altering the Buildings' ingress and egress routes, (alter the interior and exterior of Buildings as necessary for Tenant's use, and (vi) constructing a new building on the site and expand and rehabilitate parking facilities on the Premises (the foregoing are hereinafter collectively referred to as "Tenant Improvements"). Tenant shall rely on the New York State Office of General Services ("OGS") to oversee the design and construction of all Tenant Improvements, which shall be constructed in a good and workmanlike manner and in compliance with all applicable laws and regulations.

2. TERM

The term (hereinafter referred to as the "Term" or the "Lease Term") of this Lease Agreement shall commence on April 1, 2026, or as further mutually agreed by Tenant and Landlord. (hereinafter referred to as the "Commencement Date") and shall expire, unless sooner terminated, as described in Section 5, on March 31, 2069, or as set forth in Section 5 should the Commencement Date occur by mutual agreement after April 1, 2026, (hereinafter referred to as the "Expiration Date" or the "Termination Date") as the same may be modified pursuant to this Lease.

Effective as of the Expiration Date, Termination Date or the end of any extension or holdover of the Term of this Lease, or the Renewal Term, if applicable, the Parties (each hereinafter referred to as a "Releasing Party"), agree to enter into a mutual release agreement (hereinafter referred to as the "Mutual Release") whereby they shall confirm the date of the end of the tenancy and finalize their respective rights and obligations pertaining to the end of the tenancy. The Mutual Release shall be provided by Tenant to Landlord and Landlord agrees to promptly execute and return the same to Tenant.

3. FIXED RENT

Beginning on the date Tenant obtains possession of the Demised Premises pursuant to section 5 below (the "Rent Commencement Date") and thereafter annually, on the third day of each and every calendar year during the Lease Term, and any holdover or extension thereof, Tenant shall pay to Landlord, rent (hereinafter referred to as the "Fixed Rent") for the Premises in a sum equal to one and 00/100 Dollars ($1.00) per annum.

In order to receive payment, Landlord shall provide invoices for the Fixed Rent to Tenant, in accordance with Section 45 of this Lease, and the name and address that should be used on those invoices for Landlord is: Village of Saranac Lake, 39 Main Street, Suite 9, Saranac Lake, NY 12983.

The invoices must contain all information and supporting documents required by this Lease, Tenant and/or the Office of the New York State Comptroller.

Landlords are asked to accept electronic payments or request authorization for payment by paper check from Tenant. Such authorization may be granted, in the Agency's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices, including, but not limited to, Article 11-A of the New York State Finance Law. Landlord shall comply with the Office of the New York State Comptroller's procedures to authorize electronic payments. Landlords can register using the vendor self-service portal sign in page, which has a "Don't have an account" at:

https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. There is also a portal landing page with more information about the benefits of portal use: https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI FRAMEWORK.PT LANDINGPAGE.GBL?Page=PT LANDINGPAGE&Action=U&LP=ERP.SUPPLIER.NY SUP PUB HOMEPG FL&. If Landlord registered for a NYS Vendor ID but never received, or no longer has the enrollment email from the New York Statewide Financial System (hereinafter referred to as "SFS"), it can contact the SFS Helpdesk at helpdesk@sfs.ny.gov to obtain an Update Primary Contact Form AC-3327-S. The primary contact is granted access to the portal through the update and can initiate the banking request. The primary contact forms are only provided to registered NYS vendors through the SFS Helpdesk.

4. EXECUTORY PROVISION

As required by law, this Lease shall be deemed executory only to the extent of the monies available to Tenant for the leasing of said Premises and no liability shall be incurred by the State beyond the monies available for such purpose. Notwithstanding the foregoing, if the monies available therefor are monies appropriated for and made available to one or more departments, commissions, boards, or officers other than Tenant, this Lease shall be deemed executory only to the extent of the monies available to the one or more departments, commissions, boards, or officers to which the Premises shall be allotted by the Agency and no liability in such cases shall be incurred by the State beyond the monies available for such purposes.

5. POSSESSION

Notwithstanding the provisions of Section 2 of this Lease, the obligation to pay Fixed Rent shall commence upon the first day of the month following the date the Tenant obtains possession of the Demised Premises (hereinafter referred to as the "Rent Commencement Date"), and the Lease Term shall terminate on the last day of that calendar month immediately preceding the 43rd (forty-third) anniversary of the Rent Commencement Date (hereinafter referred to as the "Expiration Date" or the "Termination Date").

It is further agreed that all terms or events provided for in this Lease that are intended to run coincident with or are measured from the Commencement Date or Termination Date of the Lease Term, shall be computed or determined in a manner consistent with the preceding paragraph.

6. RENEWAL

So long as Tenant is not then in default under this Lease beyond the expiration of any applicable cure period, Tenant shall have the option to renew this Lease for two additional terms of eight years each (hereinafter referred to as the "Renewal Term" or "Renewal Terms") subject to the terms set out below. The Fixed Rent for the Premises during the Renewal Terms shall be equal to one and 0/100 Dollars ($1.00) per annum. Tenant shall exercise its renewal options (hereinafter referred to as the "Renewal Option" or "Renewal Options") by notifying Landlord in writing, in accordance with Section 45 of this Lease, of its exercise of the Renewal Option(s) (hereinafter referred to as the "Renewal Notice") not fewer than two hundred and forty (240) days prior to the end of the Term. The Parties shall then commence the process of executing a renewal agreement (hereinafter referred to as the

"Renewal Agreement") memorializing the agreement of the Parties as to the terms that shall govern during the Renewal Term.

The renewal of this Lease shall be binding upon the Parties and their respective successors and assigns upon the full completion of the (i) execution of the Renewal Agreement by all necessary Parties; (ii) approval of the Renewal Agreement by the Office of the Attorney General, as to form, and the Office of the New York State Comptroller, as necessary; and (iii) delivery of the fully executed and approved Renewal Agreement to Landlord by Tenant.

7. CANCELLATION

This Lease may be terminated at any time only upon the mutual written consent of the Parties. In the event the Parties terminate the Lease upon mutual written consent, the Parties shall set a Cancellation Date by which Tenant shall vacate the Premises and deliver possession thereof to Landlord in the condition required by the terms of this Lease on or before the Cancellation Date and Tenant shall have no further obligations under this Lease except for those accruing prior to the Cancellation Date and those which, pursuant to the terms of this Lease, survive the expiration or early termination of this Lease.

This Lease may also be terminated by the Landlord based upon a material breach by the Tenant of the terms of this Lease.

Absent mutual written consent by all Parties, or material and substantial default of the Tenant, the Landlord may not terminate the Lease without incurring the Liquidated Damages – Tenant Development Costs outlined in Section 8.

Tenant may terminate the lease at any time after possession should it be determined that any utility services, including but not limited to water, sewer, electricity, gas, fuel oil, and IT/telecommunications do not support Tenant's reasonably necessary use of the premise for official business. Notice of such condition shall be made in accordance with Section 45 of this Lease. Such right will expire upon Tenant's actual occupancy of the premises for official state business.

Tenant may terminate the lease at any time after possession should it be determined that that construction costs exceed allocated project funding. Notice of such condition shall be made in accordance with Section 45 of this Lease. Such right will expire upon Tenant's actual occupancy of the premises for official state business.

8. LIQUIDATED DAMAGES - TENANT DEVELOPMENT COSTS

a. Conditions. If the Landlord (i) fails to deliver possession of the Premises (ii) fails to obtain approvals required for the Tenant's Improvements, as that term is defined in Section 1 of this Lease; (iii) fails to complete the Landlord Work identified in Section 35 and Schedule A annexed hereto; or (iv) terminates this Lease other than due to a Tenant default or a casualty/condemnation expressly permitting termination under this Lease, then as liquidated damages and not as penalty, the Landlord shall pay the Tenant the "Tenant Developments Costs" as determined under (b) below.

b. Full Reimbursement. "Tenant Development Costs" is defined as the total out-of-pocket costs actually and reasonably incurred by the Tenant for design, permitting, and construction of the Tenant Improvements to the Demised Premises, including hard and soft costs (architect/engineer/OGS fees, permits, contractor costs, project management), together with customary ancillary expenses reasonably allocable to such work (e.g. utility upgrades, testing, inspections), but excluding moveable trade fixtures and personal property unless expressly included here. The Landlord shall pay the Tenant Development Costs thirty days after receiving the Tenant's written demand therefor with reasonable supporting documentation.

c. Acknowledgement. The Parties acknowledge that the Tenant will incur substantial, non-recoverable development costs in reliance on this Lease; that actual damages in the events described in (a) would be difficult to ascertain with certainty at the time of contracting; and that the amount payable under (b) is a reasonable pre-estimate of such damages and not a penalty.

d. Documentation. The Tenant's demand shall include invoices, paid receipts, sworn statements, and pending payment applications, or other reasonably satisfactory evidence of the Tenant Development Costs claimed. The Landlord's obligation shall not be conditioned on completion of the Tenant's Work if the triggering event occurs earlier.

e. Offsets. Amounts due under this section shall be net of (i) any third-party reimbursements received by the Tenant for the same costs (excluding insurance proceeds for the Tenant's personal property) and (ii) and monetary damages from the Landlord for the same Tenant Development Costs under another provision of this Lease.

f. Survival; Remedies. The Landlord's payment obligation under this section survives termination of this Lease. This clause does not limit Tenant's right to recover (1) reasonable relocation or moving costs; (2) reasonable attorneys' fees incurred to enforce this section, or (3) Tenant's rights to specific performance, injunctive relief, or recovery for separate claims not arising from such events in (a).

g. No Application for Tenant Default. No amount is payable under this Section if this Lease terminates due to a Tenant default.

h. Setoff. If the Landlord fails to pay amounts due under this section within 30 days, the Tenant may (without waiving other remedies) set off such unpaid amounts against the Fixed Rent after giving five days prior written notice of intent to set off.

9. HOLDOVER

Any holdover after the expiration of the Term, or any extensions thereof, shall be construed to be a tenancy from month-to-month and shall to the extent not inconsistent with this provision be on the same terms and conditions as set forth in this Lease.

10. UTILITY SERVICES

All utility services, including but not limited to water, sewer, electricity, gas, fuel oil, and IT/telecommunications consumed in the Demised Premises by Tenant for Tenant's use shall be separately metered and consumption charges paid for by Tenant to the local utility firm providing such service in compliance with Article 11-A of the New York State Finance Law. It is further agreed and understood that no utility services except that which is consumed in the Demised Premises shall be measured by the metering device or devices used to measure the consumption of utility services in the Demised Premises. Landlord is responsible for all separately metered non-Tenant utility use.

11. PREMISES ACCESS FOR UTILITY SERVICES, TENANT USE, LANDLORD USE, AND PUBLIC USE

Tenant shall have the right to install, use, repair, replace and maintain Utility Services between points of access to the Building and the Premises and shall have and enjoy continual rights of access, ingress and egress over the lands on which the Premises are situate, to enable Tenant to effectively access and use such Utility Services. These rights can be exercised by Tenant or utility companies or other third parties acting on behalf of Tenant.

Landlord shall, upon Tenant's request, afford utility companies or other third parties access to the Building and the Premises for the purpose of locating, installing and maintaining Utility Services, and Landlord shall execute, at its expense, any and all documents, agreements and instruments in order to effectuate the same. Tenant shall have the right to enter into reasonable agreements with utility companies or other third parties providing Utility Services creating easements in favor of such companies and/or other third parties as are required in order to service the Premises, and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate the same, all at Tenant's cost and expense.

During the Term of this Lease, the Renewal Term, if applicable, and thereof any extension or holdover, Landlord shall provide Tenant continuous access to the Premises at all hours and on all days of the year.

Landlord shall have access to the Premises at all times of the day, every day, to assess, repair, and maintain public infrastructure including the dam, hydroelectricity plant, River Walk, and park so long as such access does not interrupt Tenant's use of the Premises.

The public shall have access across the Premises at all times of the day, every day, to access the Village of Saranac Lake Riverwalk, Park, and Canoe Portage, so long as parking restrictions affirmed in Section 12 are maintained. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, Tenant's liability shall be limited to holding Landlord harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of Tenant or of its officers or employees when acting within the course and scope of their

employment. Landlord shall be required to procure, at its sole cost and expense, all insurance necessary to assume such liability.

12. PARKING

Tenant shall have exclusive use of the lot except as follows: Landlord and the general public shall be allowed to use the parking lot Monday through Thursday of each week from 5:00PM each night through 5:00AM the following morning; and Landlord and general public shall also be allowed to use the parking lot on weekends from 5:00PM on Friday evenings until 5:00AM on Monday Additional time periods of parking lot use by public may be granted, or denied, by Tenant upon written request from Landlord, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding these terms, areas set aside for Agency-owned vehicles shall be reserved for exclusive Agency use at all times.

Landlord shall maintain, including snow plowing and the removal of snow, the parking lot for Landlord and public use on Monday through Thursday of each week from 5:00PM each night through 5:00AM the following morning as well as during weekends from 5:00PM on Friday evenings until 5:00AM on Monday, during the months of October through May.

Tenant shall maintain the parking lot for its own use from 5:00AM until 5:00PM Monday through Friday all year round. During the months of October through May specifically, Tenant shall maintain the parking lot, including snow plowing and the removal of snow, for Tenant's uses on Monday through Friday, of each week, excluding State Holidays, from 5:00AM each day through 5:00PM.

13. REPAIRS

Tenant shall take good care of Tenant Improvements and Demised Premises and shall make all repairs necessary to put and keep the same in good order and condition, at its own cost and expense. If Tenant Improvements are totally damaged or rendered wholly unusable by fire or other casualty, Tenant shall have no obligation to maintain or reconstruct Tenant Improvements.

Landlord shall take good care of the structural elements of the Buildings, defined as the exterior walls, including curtain and window walls, structural slabs, foundations, roof and supportive members, columns, beams or bearing walls, and all surrounding landscaping, and shall make all repairs necessary to put and keep the same in good order and condition, at its own cost and expense.

Landlord shall take good care of the Riverwalk and park, shoreline, canoe launch, dam infrastructure, hydroelectric turbine generator, landscaping, related building foundations, and all related appurtenances and shall make all repairs necessary to put and keep the same in good order and condition, at its own cost and expense.

Tenant shall be responsible for routine maintenance of the roof, including but not limited to: keeping roof drains, scuppers, and gutters clear of debris; inspecting the roof on a mutually agreeable periodic basis; an performing incidental repairs, including minor patching to address isolated punctures, small cracks, or limited sealant failures, provided such repairs do not involve replacement or restoration of the roofing covering or

structural components. Tenant shall promptly notify Landlord of any condition that may require repairs beyond Tenant's scope of responsibility under this section.

In the event of a dispute regarding whether a particular repair falls within Tenant's or Landlord's responsibility under this Section, the parties shall cooperate in good faith to obtain a written assessment form a qualified roofing contractor mutually agreed upon by the parties, the cost of which will be borne by the party determined to be responsible for the underlying repair.

14. ISSUES / PROCESS

Landlord and Tenant shall each designate a representative. All issues, complaints and requests for services shall be in writing, utilizing the "Request for Lease Compliance Services" form attached to this Lease as Exhibit 4, which form shall be delivered electronically by Tenant's representative to Landlord's representative. A copy of such form shall be returned to Tenant's representative, electronically, at such time as the issue is resolved, indicating what, if any, action was taken and, if no action was taken, the reason therefor. Landlord's representative shall maintain a log in which shall be recorded the date and nature of the request, and the date and resolution of the request. Such log shall be available, electronically, upon request, for Tenant's inspection. The provisions of this section shall not be construed as superseding the other notice requirements and provisions of this Lease.

15. COMPLIANCE WITH LAWS

Tenant shall, at its own cost and expense, ensure that Tenant Improvements comply with all applicable federal, State or local laws, rules, orders, ordinances and regulations at any time issued or in force, and the requirements of any insurance policy covering the Building, the Premises and the contents or improvements thereto, which requirements may be more restrictive than the applicable building code and/or municipal codes and laws. Tenant agrees that they will not use the Premises for any purpose that shall violate any applicable laws, rules, orders, ordinances and regulations.

Landlord shall, at its own cost and expense, ensure that the structural elements of the Buildings, defined as the exterior walls, including curtain and window walls, structural slabs, foundations, roof and supportive members, columns, and beams or bearing walls , as well as the shoreline, dam infrastructure, hydroelectric turbine generator, and related appurtenances comply with all applicable federal, State or local laws, rules, orders, ordinances and regulations at any time issued or in force, and the requirements of any insurance policy covering such assets and the contents or improvements thereto, which requirements may be more restrictive than the applicable building code and/or municipal codes and laws.

16. TO LET SIGNS

Tenant shall permit Landlord, during the three (3) months immediately prior to the expiration of the Term, and any holdover or extension thereof, to place the usual notices of availability upon the exterior of the Demised Premises.

17. DESTRUCTION OF PREMISES AND DAMAGE TO TENANT'S PROPERTY

If the Building or the Demised Premises are destroyed or so injured by fire or the elements or any cause as to render the Premises untenantable or unfit for Tenant's uses, as Tenant in its sole discretion may determine, and Tenant may serve notice, in compliance with Section 45 of this Lease, declaring its intent to vacate the Premises and may thereafter, as soon as practicable subsequent to the provision of notice, quit and surrender the entire Demised Premises, in which event Fixed Rent shall abate from the time of the destruction or injury, and Tenant shall be relieved of further liability under this Lease.

All Tenant's Improvements in the Demised Premises may, at Tenant's sole discretion, however, be repaired and/or replaced by Tenant at their own expense and not at the expense of Landlord, provided that the injury and damage to such improvements or betterments was caused without the negligence or willful misconduct of Landlord, its officers, agents, employees or contractors. In the event that such injury or damage was caused through the negligence or willful misconduct of Landlord or its officers, agents, employees or contractors, Landlord shall be responsible for the cost to repair or replace the same, as determined by the Parties.

If the Demised Premises are destroyed or damaged by fire or the elements or by any other cause, Tenant shall notify Landlord with reasonable promptness, in compliance with Section 45 of this Lease.

Notwithstanding the provisions of this section to the contrary, neither Landlord nor its officers, employees, agents or contractors shall be liable for any damage to Tenant's personal property, nor for loss of or damage to Tenant's personal property by theft or otherwise, nor for any injury or damage to persons or Tenant's personal property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or adjoining buildings or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other cause whatsoever, unless the same is caused by the negligence or willful misconduct of Landlord or its officers, employees, agents or contractors or Landlord's breach of this Lease. In addition to the foregoing, in the event of any damage discussed in this paragraph, Tenant retains the right to avail themselves of all remedies available to them at law, in equity or pursuant to any available insurance.

This section shall be deemed an "express agreement to the contrary" within the meaning of Section 227 of the New York State Real Property Law.

18. SET OFF

In the event Landlord refuses or fails to make repairs or to provide services for which it is responsible under the terms and conditions of this Lease, Tenant shall provide at least five (5) business days' written notice to Landlord in compliance with Section 45 of this Lease. After the expiration of such five (5) business day notice period, provided that Landlord has failed to initiate a solution that is reasonable to Tenant: (i) Tenant may, at its sole option, either make such repairs or provide such services, and Tenant may deduct all the costs incurred thereby

from the Fixed Rent which is or shall be owing to Landlord; or (ii) not make such repairs nor provide such services and Tenant may deduct from said Fixed Rent a reasonable amount for the diminution in the value of the Premises due to such disrepair or lack of services. The provisions of this section are in addition to, and not in lieu of, any and all rights and remedies available to Tenant at law or in equity.

19. MITIGATION OF DAMAGES

In the event Tenant shall so quit the Premises, Landlord shall be obligated to make all reasonable efforts to re-let the Demised Premises in order to cover the costs otherwise accruing to Tenant. Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of said Premises in excess of the Fixed Rent reserved in this Lease.

20. SUBORDINATION

This Lease is subject and subordinate to all ground or underlying leases, and to all mortgages that may now or hereafter affect such leases, or the real property of which the Building and the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. However, no Tenant Improvements or property owned or removable by Tenant shall be subject to the lien of paramount mortgages. This provision shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, however, Tenant shall, upon the reasonable request of Landlord, promptly execute a certificate to such effect, in a format that is acceptable to Tenant.

This Lease shall be subject and subordinate to the lien of any future mortgage or any future underlying lease, provided that the holder of any such mortgage or Landlord under any such underlying lease shall agree in the mortgage or lease, or otherwise, that this Lease shall not be terminated or otherwise affected by the enforcement of any such mortgage or underlying lease, provided that, at the time thereof, Tenant shall not be in default, and Tenant, when requested by the holder of such mortgage, or Landlord, under any such underlying lease, shall execute an attornment agreement, in a format that is acceptable to Tenant, to the holder of such mortgage, or Landlord, under any such underlying lease, should either succeed to the rights of Landlord under this Lease.

Copies of the estoppel agreement and subordination, non-disturbance and attornment agreement utilized by Tenant can be obtained through a written request to Tenant pursuant to Section 45 of this Lease. When making such requests, Landlord should allow ample time for the review and execution of such forms by Tenant.

21. QUIET ENJOYMENT

Landlord covenants with Tenant that Tenant, on complying with the terms of this Lease, shall and may peacefully and quietly have and enjoy the said Premises.

22. NUISANCE CONTROL

Landlord shall adopt, promulgate and enforce rules and regulations for the Premises that shall proscribe the maintenance or occurrence of nuisances including, but not limited to, noise,

dust, vibration, odors or other unreasonable impacts or infringements upon Tenant's use and enjoyment of the Premises. In addition, Landlord shall promptly take such other measures as are reasonable and within its control to enjoin, curtail, eliminate or proscribe any such nuisances resulting from the acts of non-tenants.

23. CONDITION OF PREMISES

Tenant shall, at the end of the Term, renewal term, and any holdover or extension thereof, quit and surrender the Demised Premises in as good order and condition as when received, normal wear and tear and damage by the elements, including fire, excepted.

24. NEW LANDLORD / NON-ASSIGNMENT

Pursuant to Section 138 of the New York State Finance Law, Landlord is prohibited from assigning, transferring, conveying, sub-letting or otherwise disposing of this Lease, or its right, title or interest therein, or its power to execute this Lease to another person, company or corporation without the previous consent in writing; provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. Therefore, prior to any such transfer, Landlord shall submit a request, in accordance with Section 45 of this Lease, to Tenant for consent to the same. Landlord's request shall include submission of a properly completed and executed Lease Assignment Agreement, a sample of which is attached to this Lease as Exhibit 5, all necessary documentation and the NYS Vendor Responsibility Questionnaire (VRQ), which may be found on the Office of the New York State Comptroller's website at https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire?redirect=legacy. A Lease Assignment Agreement may be obtained through a written request made in accordance with the provisions of Section 45 of this Lease. The consent required by this section shall not be unreasonably withheld, conditioned or delayed. When making such requests, Landlord should allow ample time for the review and approval of the same by Tenant, the New York State Attorney General, as to form, and the Office of the New York State Comptroller.

In addition, in the event that Landlord changes its name, but not its federal identification number, Landlord is required to notify Tenant of the change within ten (10) business days of the effective date of such change by submitting written notification to Tenant in accordance with Section 45 of this Lease. Landlord shall also be responsible for making all necessary changes to its profile in the Statewide Financial System by contacting the Statewide Financial System Vendor Management Unit. The web address for the Statewide Financial System is: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login.

25. BROKERAGE FEES / UNLAWFUL INDUCEMENT

A. Landlord warrants that no person or selling agency other than Village of Saranac Lake has been employed or retained by Landlord to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or other compensation. Tenant warrants to Landlord that it did not consult or negotiate with any broker or finder with regard to the Premises and that no broker, finder or

consultant participated with Tenant in procuring this Lease.

B. Landlord, for itself, its agents, employees, and as the case may be, its directors, officers, managers, members or partners (limited or general), represents and warrants to Tenant, after its due inquiry, and for the express purpose of inducing Tenant's reliance upon such representation and warrant, that neither Landlord, its agents, employees, nor, as the case may be, its directors, officers, managers, members or partners (limited or general) has made any payment or given any good, service or other thing of value or made any promise or representation that it will make any future payment or give any good, service or other thing of value, to entice Tenant to enter into this Lease, and further that upon its due inquiry, neither Landlord nor any agent, employee or, as the case may be, any director, officer, manager, member or partner (limited or general) has been solicited by any person to give, now or in the future, any good, service, payment or other thing of value for the purpose of securing this Lease. Landlord makes this representation and warranty under penalty of perjury and expressly agrees that a false representation and warranty herein will be deemed to, and will in fact constitute fraud, in the inducement of Tenant to enter into this Lease.

26. LANDLORD'S INTEREST

Landlord represents that it owns the Demised Premises in fee simple absolute or leases it for a period exceeding the Term set forth in Sections 2 and 6 of this Lease, the Renewal Term, as applicable, and any holdover or extension thereof. Landlord shall provide Tenant with a copy of any underlying and ground leases and any amendments thereto, prior to the execution of this Lease by Tenant and upon request thereafter.

27. ALTERATIONS BY TENANT

It is understood and agreed by and between the Parties that during the Lease Term, the Renewal Terms, if applicable, and any extension or holdover thereof, Tenant reserves the right to make minor alterations or installations to Tenant Improvements at the existing building locations, including, but not limited to, carpeting, security equipment features, parking lot topping and paint, data or telephone installations and the installation of related equipment.

28. ALTERATIONS BY LANDLORD

Alterations to Tenant Improvements by Landlord at Landlord's request shall be undertaken at Landlord's sole cost and expense. Alterations shall not occur without prior written consent of Tenant.

29. HAZARDOUS MATERIALS

Landlord represents and warrants, as an inducement to encourage Tenant's initial and continued tenancy of the Demised Premises, and as a material term of this Lease, that the Demised Premises and the Buildings are free from hazard, particularly with reference to the United States Department of Labor, Occupational

Safety and Health Administration Standards for permissible exposure limits to hazardous materials including but not limited to asbestos, lead, PCBs, mold, animal droppings and mercury.

Landlord further represents that, immediately upon the discovery of any hazardous materials within or about the Demised Premises or the Building, Landlord shall give written notice, in compliance with Section 45 of this Lease, to Tenant of the existence of such materials, and shall, at its sole cost and expense, take any and all reasonable steps necessary to completely remove said hazardous materials in full compliance with all applicable federal, State, municipal or local laws, rules, or regulations relating to the removal of such hazardous materials.

Notwithstanding any provision of this Lease or any rider or addendum to this Lease, Landlord agrees that each and every breach of any warranty or representation contained in this section, without regard to any measure of the magnitude of the breach, shall constitute a default under this Lease that shall entitle Tenant, in addition to all other rights and remedies available to Tenant, to deduct from the Fixed Rent or other monetary obligation of Tenant, or to recover by action, all costs, whether direct or indirect, resulting from any cause whatsoever, incurred by Tenant as a result of such breach.

30. SIGNAGE

Tenant may post and maintain such signs and notices as reasonably required to inform the public as to their location on the Premises, vehicle parking, appropriate areas of public use, and the like.

31. INSURANCE REQUIREMENTS

Prior to the Commencement Date of this Lease, Landlord shall be required to procure, at its sole cost and expense, all insurance required by this section. During the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof, Landlord shall maintain in force, at its sole cost and expense policies of insurance as required by this section. All insurance required by this section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. APA may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Landlord shall deliver to Tenant evidence of the insurance required by this section in a form acceptable to Tenant. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by Tenant does not, and shall not be construed to, relieve Landlord of any obligations, responsibilities or liabilities under this Lease.

Landlord shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof.

General Conditions

A. ***Conditions Applicable to Insurance.*** All policies of insurance required by this section shall comply with the following requirements:

1. ***Coverage Types and Policy Limits.*** The types of coverage and policy limits required from Landlord are specified below in Paragraph B-*Insurance Requirements*.

2. ***Policy Forms.*** Except as otherwise specifically provided herein, or agreed to in writing by Tenant, all policies of insurance required by this section shall be written on an occurrence basis.

3. ***Certificate of Insurance/Notices.*** Landlord shall provide Tenant with a Certificate or Certificates of Insurance, in a form satisfactory to Tenant (i.e., an ACORD certificate), prior to the Commencement Date, and thereafter, pursuant to the timelines set forth in Section A.13. below. Certificates shall reference the Lease number and shall name The New York State Adirondack Park Agency and the New York State Office of General Services, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to Tenant and in accordance with the New York State Insurance Law (i.e.: an ACORD Certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Lease;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations/Locations/Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (Certificate(s) and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

Tenant has not requested that Landlord submit copies of its entire insurance policies. Tenant only requests specific documentation regarding proof of insurance coverage, such as certificates and endorsements. Landlord is asked to refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, Tenant shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by Tenant does not constitute proof of compliance with the insurance requirements and does not discharge Landlord from submitting the insurance documentation required by this section.

Tenant reserves the right to request other proof of insurance, including, but not limited to, policies, and Landlord agrees to comply with all reasonable requests.

4. ***Primary Coverage.*** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to Tenant. Any other insurance maintained by Tenant shall be excess of and shall not contribute with Landlord's insurance.

5. ***Breach for Lack of Proof of Coverage.*** The Term of this Lease shall not commence if the coverage provisions and limits of the policies provided by Landlord do not meet the provisions and requirements of this section or proof of compliance is not provided to Tenant. In addition, the failure to comply with the requirements of this section at any time during the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof, shall be considered a breach of the terms of this Lease and shall allow Tenant to avail itself of all remedies available under this Lease, at law or in equity.

6. ***Self-Insured Retention/Deductibles.*** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above $100,000.00 are subject to approval from Tenant. Such approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If Landlord is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. ***Subcontractors.*** Prior to the commencement of any work by a subcontractor, Landlord shall require such subcontractor to procure policies of insurance that comply with the requirements of this section and maintain the same in force during the term of any work performed by that subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to Landlord prior to the commencement of any work by a subcontractor, pursuant to the timelines set forth in Section A.13., as applicable, and shall be provided to Tenant upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

8. ***Waiver of Subrogation.*** Landlord shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of Landlord's right of subrogation against The People of the State of New York, The New York State Office of General Services, The New York State Adirondack Park Agency and their officers, agents, and employees, or, if such waiver is unobtainable provide one of the following to Tenant prior to the Commencement Date of this Lease: (i) an express agreement that such policy shall not be invalidated if Landlord waives or has waived before the casualty, the right of recovery against The People of the State of New York, The New York

State Adirondack Park Agency and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, The New York State Adirondack Park Agency and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. ***Additional Insured.*** Landlord shall cause to be included in each of the liability policies required below for all work and operations naming as additional insured (via ISO form CG 20 26 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, The New York State Adirondack Park Agency and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to Tenant prior to the Commencement Date and pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage is also acceptable. For landlords that are self-insured, Landlord shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that Landlord would have been required to pursuant to this section had Landlord obtained such insurance policies.

10. ***Excess/Umbrella Liability Policies.*** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of Underlying Insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form, must be provided upon request.

11. ***Notice of Cancellation or Non-Renewal.*** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, Landlord shall provide Tenant with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the requirements of this section.

12. ***Policy Renewal/Expiration.*** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the requirements of this section shall be delivered to Tenant. If, at any time during the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this section, or proof thereof is not provided to Tenant, Tenant shall have the right to avail themselves of all remedies available under this Lease, at law or in equity.

13. ***Deadlines for Providing Insurance Documents after Renewal or Upon Request.*** As set forth herein, certain insurance documents must be provided to Tenant after renewal or upon request. This requirement means that Landlord shall provide the applicable insurance document to Tenant as soon as possible but in no event later than the following time periods:

- For certificates of insurance: five (5) business days from request or renewal;
- For information on self-insurance or self-retention programs: fifteen (15) calendar days from request or renewal;
- For other requested documentation evidencing coverage: fifteen (15) calendar days from request or renewal;
- For additional insured and waiver of subrogation endorsements: thirty (30) calendar days from request or renewal; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: five (5) business days from request or renewal.

Notwithstanding the foregoing, if Landlord shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to Tenant, Tenant shall extend the time periods set forth above for a reasonable period, that shall in no event exceed thirty (30) calendar days from request or renewal, whichever is later.

B. ***Insurance Requirements:*** Landlord shall, at its own expense, obtain and maintain in full force and effect during the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof, the following insurance with limits not less than those described below, or as required by law, whichever is greater:

Insurance Type		**Proof of Coverage is Due**
Commercial General Liability	Not less than $5,000,000 each occurrence	Prior to the Commencement Date, upon renewal and upon request.
General Aggregate	$10,000,000	
Products – Completed Operations Aggregate	$5,000,000	
Personal and Advertising Injury	$1,000,000	
Damage to Rented Premises	$50,000	
Medical Expenses Limit	$5,000	
Business Automobile Liability Insurance	Not less than $1,000,000 each occurrence	
Commercial Property Insurance	Not less than the Full Insurable Value	

1. ***Commercial General Liability Insurance:*** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, bodily injury, property damage and broad form contractual liability coverage, personal & advertising injury cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;

- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under this Lease; and
- Cross liability for additional insureds.

If at any time during the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof, Landlord conducts operations at more than one location, the policy shall contain an endorsement to the effect that the general aggregate limit in the policy shall apply separately to each location operated by Landlord.

2. ***Comprehensive Business Automobile Liability Insurance:*** Such insurance shall cover liability arising out of automobiles used in connection with performance under this Lease, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. If performance under this Lease shall require the removal of hazardous waste from the Building or the Demised Premises or other transporting of hazardous materials, pollution liability coverage for covered autos shall be provided by Form CA 9 48 03 06 or Form CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy.

In the event that Landlord does not own, lease or hire any automobiles used in connection with performance under this Lease, Landlord does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that Landlord does not own, lease or hire any automobiles used in connection with performance under this Lease on a form provided by Tenant. If, however, during the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof, Landlord acquires, leases or hires any automobiles that will be used in connection with performance under this Lease, Landlord must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to Tenant within ten (10) days following the date the coverage is bound.

3. ***Commercial Property Insurance:*** Such insurance shall cover the Demised Premises in an amount not less than the Full Insurable Value of the Demised Premises covering, at a minimum, the perils insured under the ISO Special Causes of Loss Form CP 10 30, or the equivalent, including coverage for loss caused by enforcement of ordinances or laws to the extent it is commercially available. Full Insurable Value shall mean actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings).

32. WORKERS' COMPENSATION INSURANCE & DISABILITY BENEFITS COVERAGE

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for leases, permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license or contract. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of**

this Lease. Therefore, prior to Tenant executing this Lease, Landlord must submit proof to Tenant that it has workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that it is legally exempt from obtaining such coverage in compliance with the New York State Workers' Compensation Law. Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Breach for lack of proof of coverage: The Term of this Lease shall not commence if the coverage provisions and limits of the policies provided by Landlord do not meet the provisions and requirements of the New York State Workers' Compensation Law or proof of compliance is not provided to Tenant. In addition, the failure to comply with the requirements of this section at any time during the Term of this Lease, the Renewal Term, if applicable, and any holdover or extension thereof, shall be considered a breach of the terms of this Lease and shall allow Tenant to avail itself of all remedies available under this Lease, at law or in equity.

Prior to the commencement of any work by a subcontractor, Landlord shall require such subcontractor to comply with the requirements of this section and maintain the same during the term of any work performed by that subcontractor.

Proof of Compliance with the Workers' Compensation Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, Landlord shall provide one of the following forms to Tenant prior to execution of this Lease by the Tenant:

A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.businessexpress.ny.gov);

B) Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to Tenant by Landlord's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, it will provide Form U-26.3 to Tenant upon request;

C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from Landlord's Group Self-Insurance Administrator.

Proof of Compliance with the Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to

disability benefits, Landlord shall provide one of the following forms to Tenant prior to execution of this Lease by the Commissioner:

A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.businessexpress.ny.gov);

B) Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to Tenant by Landlord's insurance carrier upon request; or

C) Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

Information clarifying the New York State Workers' Compensation Law requirements is available at the New York State Workers' Compensation Board's website, http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf.

Proof of compliance shall be submitted to The New York State Adirondack Park Agency, Post Office Box 99 Ray Brook, New York 12977. Landlord shall notify The New York State Adirondack Park Agency, Post Office Box 99 Ray Brook, New York 12977 at least thirty (30) days prior to material change or cancellation of such coverage.

33. FIRE EXTINGUISHERS

Tenant, at its own cost and expense, shall provide, test and maintain, the fire extinguishers in the Premises. The types of extinguishers provided and their locations, testing and maintenance shall, at all times during the Lease Term, comply with the standards of the Occupational Safety and Health Administration of the United States Department of Labor, as such standards are contained in Title 29 of the Code of Federal Regulations at Section 1910.157, as the same shall be amended from time to time, unless State statutes or local ordinances impose stricter requirements, in which event Tenant shall comply with the strictest requirements. All fire extinguisher installations shall be done in compliance with the New York State Uniform Fire Prevention and Building Code and the Americans with Disabilities Act Accessibility Guidelines (hereinafter referred to as the "ADAAG").

34. GENERAL PROVISION AS TO REMEDIES

a. Landlord and Tenant may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds, the exercise of another.

b. A single or partial exercise of a right or remedy by Landlord or Tenant shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time.

c. No delay or omission in exercising a right or remedy by Landlord or Tenant shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event of default.

d. No waiver of an event of default by Landlord or Tenant shall extend to or affect any other event of default or impair any right or remedy with respect to an event of default.

e. No action (including the payment or acceptance of Fixed Rent) or inaction shall constitute a waiver of an event of default.

f. No waiver of any event of default shall be effective, unless it is in writing.

g. The payment of Fixed Rent shall not be construed as a waiver of any claim Tenant may have against Landlord.

h. The rights and remedies granted hereunder are cumulative, and are not in lieu of, but are in addition to, and shall not be affected by the exercise of any other remedy or right now or hereafter existing at law or in equity.

i. The New York State Court of Claims Act (McKinney's Consolidated Laws of New York) sets forth the exclusive jurisdiction of the New York State Court of Claims to render judgment of such sums as should be paid by the State. Nothing herein shall be interpreted or construed to limit, waive or nullify the rights of the State existing by virtue of its sovereign status.

35. WORK LETTER

The Landlord's Work to be performed at the Building or at the Demised Premises is set forth in Schedule A annexed to and made a part of this Lease.

36. LANDLORD REPRESENTATION FOR MARKETABLE AND INSURABLE FEE TITLE TO THE PREMISES

Landlord represents that it is the owner of the Demised Premises and has the right to enter into this Lease and grant the leaseholder the Premises provided for herein. Landlord further represents that (a) pursuant to the Public Authorities Law, any and all necessary approvals for its entering into this Lease have been obtained; (b) the Premises are and during the Term (including any Renewal Term, as applicable, and any holdover or extension thereof) of this Lease shall be subject to no leases, easements, covenants, restrictions, or the like that would prevent or interfere with Tenant's contemplated construction of Tenant Improvements and use of the Premises except for easements, covenants or restrictions of record as of the date of this Lease or contemplated herein; and (c) Tenant shall during the term of this Lease have lawful, quiet, and peaceful possession and occupancy of the Premises.

Landlord represents that it owns the Demised Premises in fee simple absolute or leases it for a period exceeding the Term set forth in Sections 2 and 6 of this Lease, the Renewal Term, as applicable, and any holdover or extension thereof. Landlord shall

provide Tenant with a copy of any underlying and ground leases and any amendments thereto, prior to the execution of this Lease by Tenant and upon request thereafter.

37. LANDLORD'S CONSENT

Whenever Landlord's consent is required under any provisions of this Lease such consent shall not be unreasonably withheld, conditioned or delayed.

38. SECTIONAL HEADINGS

The sectional headings as to the contents of particular sections herein are inserted only for convenience and are not to be construed as a part of this Lease or as a limitation of the scope of the particular section to which they refer.

39. BINDING EFFECT

This Lease shall be binding upon the Parties and their respective successors and assigns. The submission of any unexecuted copy of this Lease shall not constitute an offer to be legally bound by the provisions of the document submitted. No Party shall be bound by this Lease until it (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by the Office of the New York State Comptroller; and (iv) has actually been delivered by Tenant to Landlord. This Lease may be executed in counterparts, and each counterpart constitutes an original document, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

40. INTERPRETATION

a. A provision of this Lease that requires a Party to perform an act shall, if required, be construed so as to require the Party to cause the act to be performed. A provision of this Lease that prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.

b. Each Party shall be deemed to be required to perform each of its obligations under this Lease at its own expense, except to the extent, if any, that this Lease specifies otherwise.

c. This Lease shall be governed by the laws of the State of New York.

d. All prior agreements of the Parties are merged into this Lease and neither Party is relying upon prior statements or representations except for the previously signed "Term Sheet" that was been signed by both parties and added as Exhibit 2.

e. If any provision of this Lease shall be invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

f. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise,

words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

g. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this Lease, refer to this Lease.

h. Unless otherwise specifically set forth herein, the term "day" shall refer to a calendar day, including Saturdays, Sundays and State Legal Holidays, as that term is defined in Section 13 of this Lease.

41. REMOVAL OF PERSONAL PROPERTY

Any and all articles of personal property, including, without limitation, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, owned or installed by Tenant are and shall remain the property of Tenant and may be removed by them at any time during the Lease Term, Renewal Term, or any holdover or extension thereof, but Tenant shall not be required to remove them at the end of the Lease Term, Renewal Term, or any extension or holdover thereof unless they so elect, provided that if such business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting, and water coolers are removed, the cost of repairing any damage to the Buildings arising from such removal shall be paid by Tenant.

42. BUILDING OWNERSHIP AT LEASE END

During the Lease Term, and any Renewal Term, Tenant Improvements shall be the property of Tenant. Upon the expiration or earlier termination of the Lease Term, and any Renewal Term, ownership of Tenant Improvements shall transfer to Landlord, and Tenant will execute any and all documents necessary to effectuate said transfer of ownership. In exchange for ownership of Tenant Improvements being transferred to Landlord, Landlord will pay to Tenant an amount as follows: (a) if the Lease remains in effect for the full duration of the Lease Term, Landlord shall pay Tenant the total value of Tenant Improvements divided by the length of the Lease Term, multiplied by the number of years remaining on the Lease Term; (b) if the Leases are terminated prior to end of the Lease Term of the Lease, or the end of an applicable Renewal Term thereof, by Tenant, for any reason other than a material breach of the Lease by Landlord, Landlord will not pay for Tenant Improvements; and (c) if the Lease is terminated prior to the end of the Lease Term, by reason of a material breach of the Lease by Landlord, Landlord will pay the total value of Tenant Improvements divided by the length of the Lease Term of the Lease, plus the length of an Renewal Term thereof, multiplied by the number of years remaining in the Lease Term, or an applicable Renewal Term thereof, as of the date the Lease is terminated as a result of a breach by Landlord. At the time of termination, Tenant shall remove all furniture and personal property from the Premises and shall quit and peacefully surrender and deliver to Landlord the possession and use of the Premises and Tenant Improvements without delay and in good order, condition and repair, reasonable wear and tear, and damage and other casualty excepted, and free and clear of all liens and encumbrances created by Tenant. Upon surrender, Tenant shall assign to Landlord any agreements and rights relating to the operation or use of the Premises and Tenant Improvements.

43. NO DEVIATIONS

The Agency Executive Director or their designees are the only individuals on behalf of Tenant authorized to allow any deviations from the provisions of this Lease, including substitutions for, or additions to, items of construction or alterations, or to commit the State in any way. All requests for deviations from the provisions of this Lease shall be made to Tenant in compliance with the notice provisions contained in Section 45 of this Lease.

44. MERGER

This Lease and the appendix, exhibit(s) and schedule(s) attached hereto constitute the entire agreement of the Parties on the subject matter hereof. No representations or promises have been made with respect to the Demised Premises other than those contained herein or as may be contained in any rider, schedule, appendix or exhibit attached to, and made a part of, this Lease. Landlord agrees that no representations or warranties shall be binding upon the State unless expressed in writing in this Lease Agreement. This Lease may not be changed or canceled orally. Unless otherwise allowed for in this Lease, all modifications to this Lease shall not be effective until the same are memorialized in a Lease Modification Agreement that (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by the Office of the New York State Comptroller; and (iv) has actually been delivered by Tenant to Landlord.

45. NOTICE

Any notice by Tenant to Landlord shall be deemed to be duly given if mailed by certified mail, addressed to Landlord at the following address: 39 Main Street, Suite 9, Saranac Lake, NY 12983. Any notice by Landlord to Tenant shall be deemed to be duly given if mailed by certified mail addressed to The New York State Adirondack Park Agency, Post Office Box 99 Ray Brook, New York 12977.

Landlord and Tenant shall notify each other of all changes in the above-referenced addresses within ten (10) business days of the effective date of such change.

46. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS

Landlord shall comply with the provisions of the New York State Information Security Breach and Notification Act (New York State General Business Law Section 899-aa and New York State Technology Law Section 208) and General Business Law Section 899-bb.

47. ENCOURAGING USE OF NEW YORK STATE BUSINESSES

New York State businesses have a substantial presence in State leases and strongly contribute to the economies of the State and the nation. In recognition of the economic activity and leadership such businesses offer, landlords are strongly encouraged and expected to consider New York State businesses, including small, minority- and women-owned business enterprises, in the fulfillment of the requirements of leases. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Tenants are also strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology.

Utilizing New York State businesses in State leases will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of Landlord and its New York State business partners. New York State businesses will promote Landlord's optimal performance under this Lease.

The State encourages landlords to provide maximum assistance to New York State businesses in their use of State leases. The potential participation by all kinds of New York State businesses will deliver great value to the State and its taxpayers.

48. VENDOR RESPONSIBILITY

OGS conducts a review of prospective landlords to provide reasonable assurance that Landlord is responsive and responsible. Landlord agrees to fully and accurately complete the Building Fact Sheet prior to execution of this Lease by the Agency. Landlord acknowledges that the State's execution of this Lease will be contingent upon the State's determination that Landlord is responsible, and that the State will be relying upon Landlord's responses to these documents when making its responsibility determination.

In order to assist the State in determining the responsibility of a landlord prior to the award of a lease, Landlord must complete and certify the VRQ prior to the date of execution of this Lease and, thereafter, Landlord is under the obligation to update the information provided in the VRQ when there is a material change to the responses or upon request of Tenant or the Office of the New York State Comptroller. Landlord should visit the Office of the New York State Comptroller's website to become familiar with all of the requirements of the VRQ in order to accurately complete it or may request information on the requirements from Tenant.

In addition, Landlord must complete the Building Fact Sheet prior to the date of execution of this Lease and, thereafter, Landlord is under the obligation to update the information provided in the Building Fact Sheet when there is a material change to the responses or upon request of Tenant or the Office of the New York State Comptroller.

Landlord agrees that if it enters into this Lease with Tenant, it shall at all times during the Lease Term remain responsible. Landlord agrees, if requested by the Agency, to present evidence of its continuing legal authority to do business in New York State and its business integrity, legal authority, experience, ability, prior performance and organizational and financial capacity.

49. FORCE MAJEURE

For purposes of this Lease, "Force Majeure" shall mean an event or effect that cannot be reasonably anticipated or controlled. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, viruses, pandemics, unexpected and unavoidable governmental action or other similar causes beyond the control of Landlord or Tenant in the

performance of this Lease which non-performance, by exercise of reasonable diligence, cannot be prevented but shall expressly exclude the inability of Landlord or Tenant to comply with any payment obligations under this Lease, such as, by way of example only, the obligation to pay Fixed Rent hereunder.

50. CABLING AND NETWORK SPECIFICATIONS

All final specifications, quantities, layouts, equipment types, fiber types, patch cable characteristics, faceplates, closet locations, thermal loads, and other technical details shall be determined during the design phase in coordination with Tenant and New York State Office of General Services and New York State Information technology services. Landlord shall provide any as-built drawings, manufacturer warranties, and testing/certification reports regarding same to the extent they exist and are in Landlord's possession.

51. APPENDICES, EXHIBITS AND SCHEDULES

The following appendix, exhibits and schedules are being attached and made part of this Lease:

Appendix A	Standard Clauses for New York State Contracts
Exhibit 1	Property Description
Exhibit 2	October 2025 Term Sheet
Exhibit 3	Executive Order 22 (Sections 11, 13, 27, and Schedules A and B)
Exhibit 4	Request for Lease Compliance Services (Section 14)
Exhibit 5	Sample Lease Assignment Agreement (Section 24)
Exhibit 6	Governmental Entity Lease Disclosure Sheet
Schedule A	Work Letter (Section 35)
Schedule B	Landlord Work Schedule

In the event of a conflict between the terms of this Lease and the exhibits and schedules hereto, the terms of this Lease shall control. In the event of a conflict between the terms of this Lease (including the exhibits and schedules) and Appendix A hereto, the terms of Appendix A shall control.

52. APPENDIX A

The Parties acknowledge and agree that the terms and provisions of Appendix A, Standard Clauses for New York State Contracts, attached hereto and forming a part of this Lease, shall be incorporated herein and constitute fully effective and binding obligations upon the Parties.

53. REDUCING GREEN HOUSE EMISSIONS/CLIMATE CHANGE/OPEN SPACE

Executive Order No. 22, which is annexed hereto as Exhibit 3, provides requirements and prohibitions pertaining to a variety of matters, including but not limited to, the avoidance of the use of backup emergency diesel generators where practicable, the design and build out of projects to account for the climate change that may occur over the lifespan of the project including incorporating climate projections and adaptation strategies in upfront design and expected operations and management, and consideration of the preservation of open space as a strategy for climate risk mitigation in new and existing construction. Landlord acknowledges an understanding of the requirements of EO-22 and pledges to cooperate with Tenant in their implementation.

The New York State Office of General Services
Agency Certification

Contract Number_____

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
The New York State Office of General Services
Lease Management
Division of Real Estate
Leasing Services

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed in multiple originals the day and year first written above.

Landlord certifies that all information provided to the State of New York with respect to State Finance Law §139-k is complete, true and accurate. The State reserves the right to terminate this Lease in the event it is found that the certification filed by Landlord in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to Landlord in accordance with Section 45 of this Lease.

NAME OF LANDLORD

By_____
Name:
Title:

******** ********

STATE OF NEW YORK }
: SS.:
COUNTY OF _____ }

On the _____ day of_____, in the year 20__ before me, the above-signed, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public, State of New York
Qualified in County of: _____
My Commission Expires: _____

********** **********

Contract Number_____

Thomas P. DiNapoli
New York State Comptroller

By: _____

Date: _____

THE PEOPLE OF THE STATE OF NEW YORK
Acting by and Through the
Commissioner of General Services

By: _____
Kristi Geddis
Director, Lease Management
Division of Real Estate
Leasing Services

******** ********

APPROVED AS TO FORM:
Letitia A. James
Attorney General

By: _____

Approved:
Assistant Attorney General

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State 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 contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State 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 contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does

not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.
(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017

646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

EXHIBIT 1

Property Description Map

Map identifies the "Demised Premises" which as refenced in Section 1, contains:

- Approximately 2.3 acres of land (hereinafter referred to as the "Land") located at the address 1 - 3 Main Street, tax map parcel 458.21-2-1, exclusive of those areas of the parcel containing the Riverwalk and associated park, shoreline, canoe launch, dam infrastructure, hydroelectric turbine generator, related foundations, and all related appurtenances; and
- Approximately 9,000 square feet in the two existing buildings (hereinafter referred to as the "Buildings") located at the address 1 - 3 Main Street, tax map parcel 458.21-2-1, in the Village of Saranac Lake, County of Franklin and State of New York

The map further delineates public access areas or "Common Areas" that shall be maintained open and available to the public throughout the term and any renewals of the lease.

The map does not represent any specific final design and serves to identify the Demised Premises and delineate the Public access or "Common Areas" of the Demised Premises.



EXHIBIT 2

Term Sheet

EXHIBIT NO. 3

EO No. 22

EXECUTIVE ORDER

Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program

WHEREAS, the State of New York ("NYS" or "State") is dedicated to the pursuit of environmental quality, sound public health, economic prosperity, and social well-being; and

WHEREAS, the use and disposal of materials, and the generation and use of energy, can have significant adverse impacts on environmental quality, public health and the climate; and

WHEREAS, the State's policies include conserving, improving, and protecting natural resources and the environment; preventing water, air, and land pollution; and enhancing the health, safety, and welfare of State residents and their overall economic and social well-being; and

WHEREAS, it is the State's policy to promote cost-effective methods to reduce energy and resource consumption, and reduce or eliminate the use of hazardous substances and the generation of hazardous substances, pollution, and waste at the source; and

WHEREAS, the State's solid waste management priorities include reducing the generation of solid waste and reusing and recycling materials; and

WHEREAS, the State's policies to advance environmental justice include improving the environment in communities, specifically minority and low-income communities, and addressing disproportionate adverse environmental impacts that may exist in those communities; and

WHEREAS, the State's procurement of commodities, services, and technology can be enhanced through State agency and public authority choices that minimize the negative environmental and health impacts of their operations; and

WHEREAS, State government can and should continue to lead in environmental stewardship through the use of green procurement and sustainable management practices; and

WHEREAS, State facilities and property can serve as testbeds for the deployment of clean energy projects and new technologies to scale, thereby accelerating widespread adoption of clean energy projects and technologies in the public and private sectors; and

WHEREAS, on July 18, 2019, the State enacted the Climate Leadership and Community Protection Act (the "Climate Act"), the most ambitious climate legislation in the United States. The Climate Act established a Climate Action Council charged with developing a plan to reduce greenhouse gas emissions in every sector of the State's economy; and

WHEREAS, Section 7 of the Climate Act addresses climate change actions by NYS agencies, and specifically that Section 7.1 states that NYS agencies shall assess and implement strategies to reduce their greenhouse gas emissions; and

WHEREAS, Section 7.3 of the Climate Act also directs all State agencies, offices, authorities, and divisions to prioritize reductions of greenhouse gas emissions and co-pollutants in Disadvantaged Communities as identified pursuant to Subdivision 5 of Section 75-0101 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the State has already committed to meet 100 percent of its Office of General Services ("OGS")-managed State agency facility electricity demand in New York City with renewable energy by 2025.

NOW, THEREFORE, I, KATHY HOCHUL, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

I. Definitions

A. "Affected Entities" shall mean any agency or department over which the Governor has executive authority, including all offices and divisions thereof, as well as all public authorities for which the Governor appoints the Chair, the Chief Executive, or the majority of board members, including all offices and divisions thereof, except for the Port Authority of New York and New Jersey. This shall include the State University of New York and the City University of New York. Refer to the list presented in Exhibit A.

B. "BuildSmart 2025" shall mean the collective effort by Affected Entities to reduce site energy use by 11 trillion British Thermal Units by 2025 from a 2015 baseline.

C. "Disadvantaged Communities" shall mean communities that bear burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate- income households, as identified pursuant to ECL § 75-0111.

D. "Light-duty vehicles" shall mean vehicles equal or less than 10,000 pounds gross weight.

E. "Medium- and heavy-duty vehicles" shall mean more than 10,000 pounds gross weight.

F. "New construction" shall mean the construction of a new building that is occupied during all four seasons and is 5,000 square feet or larger.

G. "Qualifying Tier" shall mean any tier of the New York State Public Service Commission's Clean Energy Standard (Case 15-E-0302) ("CES") that is designed to incentivize the delivery of additional, incremental clean energy to New York State or a specific location within New York State, which as of the date of this Executive Order includes Tier 1, Offshore Wind and Tier 4 but not Tier 2 or Zero-Emission Credits.

II. GreenNY Council

A. There is hereby established the GreenNY Council (the "Council"). The Council shall be comprised of the Director of the Division of the Budget ("DOB"); the Commissioner of the Office of General Services; the Commissioner of the Department of Environmental Conservation ("DEC"); the Commissioner of the Department of Health; the Commissioner of Economic Development; the Commissioner of Transportation; the Commissioner of the Office of Parks, Recreation, and Historic Preservation; the President of the Environmental Facilities Corporation; the President of the New York State Energy Research and Development Authority ("NYSERDA"); the President of the New York Power Authority ("NYPA"); the President of the Dormitory Authority of the State of New York; and the Chief Executive Officer of the Metropolitan Transportation Authority.

B. The Council shall be the primary body responsible for implementing this Order.

C. Members of the Council may designate a staff member, and an alternate, to represent them and participate on the Council on their behalf.

D. The Council shall be led and co-chaired by the Commissioner of OGS, the Commissioner of DEC, the Director of DOB, the President of NYSERDA, and the President of NYPA, or their designees. The day-to-day work of the Council shall be performed by executive and program staff of these leadership agencies and authorities, in consultation with any other agency or authority staff that participate in Council work.

E. The Office of Information Technology Services shall support the Council's performance of its responsibilities under this Order.

F. The Council shall meet as needed, but no less than quarterly, to conduct public business. A majority of the members of the Council (or their designees), shall constitute a quorum, and all actions and recommendations of the Council shall require approval by a majority of the total members of the Council.

G. The Council may form advisory subcommittees or workgroups, both standing and ad hoc, as the Council sees fit, made up of executive and program staff, to provide advice and assistance to the Council regarding matters assigned to such subcommittees or workgroups by the Council.

III. Training, Staff, and Support

A. Each Affected Entity shall, no later than 30 days from the issuance of this Order, assign an employee to serve as its Sustainability Coordinator. Sustainability Coordinators shall be given management support and provided with the necessary resources to enable the Affected Entity to comply with this Order. Sustainability Coordinators shall serve as the Affected Entity's liaison to the Council.

    1. Affected Entities are encouraged to create a Sustainability Team in-house to support the work of the Council. This Sustainability Team should be comprised of appropriate staff involved in identifying, approving, and implementing sustainability or energy projects, and environmental justice matters. The Sustainability Team should include an executive sponsor at the Deputy or Associate Commissioner, or Vice President level or equivalent.

B. The Council shall design and implement training and outreach programs for Sustainability Coordinators and other Affected Entity staff that participate in Council work to assist with carrying out the requirements of this Order.

IV. Reporting

A. All Affected Entities shall furnish such information and assistance as the Council determines is reasonably necessary to accomplish its purposes. All Affected Entities shall share data in the most efficient manner identified by the Council for purposes of informing any progress reports, and the Council shall follow applicable NYS Data Governance procedures regarding any interagency data sharing or collection.

B. NYPA shall provide Affected Entities with access to the New York Energy Manager ("NYEM"), with necessary technical support, at cost. NYEM shall serve as the system of record for all energy data from covered facilities. All Affected Entities shall ensure that their energy data is entered into the NYEM system. The Council shall leverage this data to develop a GHG baseline for Affected Entity operations.

C. The Council shall develop an annual survey to gather information from Affected Entities regarding:

    1. The progress each Affected Entity has made toward achieving the directives, targets and goals provided for or established pursuant to this Order;
    2. The effectiveness and usage of the procurement specifications;
    3. Efforts the Affected Entity has undertaken to advance environmental justice; and
    4. The specific sustainability and energy efficiency projects that have been implemented and the effectiveness of such programs in meeting the targets, goals, and other requirements of this Order.

D. Affected Entities shall submit each year on or before a date as the Council may direct, a completed survey in the form and containing the information specified by the Council

E. The Council, during the month of September in the year following the issuance of this Order, and each year thereafter, shall submit a progress report to the Governor, which shall compile the information submitted by Affected Entities pursuant to this Order and report on progress made on the implementation of this Order. Such progress report shall be published on a website established by the Council.

V. Exemptions

A. Exemptions from any of the specific targets, goals, or other requirements under this Order may be granted by the Council co-chairs, provided, however, that any exemptions to Section VII.A of this Order may only be granted by the President of NYSERDA in consultation with the Chief Executive Officer of the New York State Department of Public Service ("DPS") and Director of Budget.

B. Affected Entities may request such an exemption from Council co-chairs and must justify such request based upon the Affected Entity's particular circumstances or as set forth in this Order.

VI. Buying and Operating Green

A. The Council shall develop and issue sustainable procurement specifications (procurement specifications) for use by Affected Entities in the procurement of commodities, services, and

technology, or where applicable, in the development of new public works solicitations and contracts.
Any procurement specifications developed, approved, or issued by the Interagency Committee on Sustainability and Green Procurement under Executive Order 4, issued on April 24, 2008, shall carry forward in full effect as if issued by the Council until modified by the Council.

B. In developing the procurement specifications, the Council shall consider the following factors:

1. Protection of public health and the environment, including vulnerable populations and residents in Disadvantaged Communities;
2. Avoidance of hazards from the use or release of toxic substances;
3. Pollution reduction and prevention;
4. Sustainable resource management and use, and sustainable manufacturing and production processes;
5. Low impact development and climate resilient design practices, and standards and priorities for entities providing construction, engineering, and other similar services;
6. Reduction of greenhouse gas emissions;
7. The use of renewable and zero-emission resources, remanufactured components, and reused or recycled content;
8. Waste reduction, materials reuse, recyclability, and compostability;
9. Water conservation;
10. Quality, durability and utility of the item of procurement;
11. Minimizing adverse impacts throughout a commodity's or technology's life cycle (i.e., as identified by life-cycle assessment or other supply-chain impacts);
12. Cost;
13. Extended producer responsibility; and
14. Legal and regulatory requirements applicable to the use and procurement of commodities, services, and technology, or where applicable, the procurement of public works.

C. Affected Entities shall follow the GreenNY procurement specifications approved by the Council when procuring under existing contracts or when developing new solicitations and contracts for the procurement of commodities, services, and technology, or where applicable, in the development of new public works solicitations and contracts.

D. Where an Affected Entity determines: (1) that such commodities, services, or technology set forth in an approved GreenNY procurement specification will not meet required form, function or utility; (2) the cost of the commodities, services or technology set forth in an approved GreenNY procurement specification is not competitive; or (3) there is a compelling public health or safety reason not to purchase such commodities, services or technology set forth in an approved GreenNY procurement specification, the Affected Entity may seek an exemption from the Council for its particular circumstances pursuant to Section V of this Order.

E. The Council may issue green operational directives ("Operational Directives") in a form substantially similar to its procurement specifications. In developing the Operational Directives, the Council shall consider the 13 factors set forth in Section VI.B above.

F. The Council shall provide Affected Entities with a description of projects, programs and services that can be leveraged to implement the requirements of this Order.

G. Affected Entities shall follow the Council's Operational Directives when conducting the Affected Entity's operations on real property and facilities under the Affected Entity's jurisdiction.

H. The Council shall work with the preferred sources and Minority and Woman Owned Business Enterprises and Service-Disabled Veteran Owned Businesses in order to increase awareness of the GreenNY procurement specifications.

I. The Council shall develop a baseline for sustainable purchasing by affected entities and issue targets to achieve greater compliance.

VII. Reducing Greenhouse Gas Emissions

A. By 2030 and thereafter, subject to available supply, 100% of the electricity used by Affected Entities for their own operations, except electricity needed to support the generation of electricity by an Affected Entity in accordance with its enabling authority, shall come from energy systems that are eligible under the CES ("Eligible Systems") as part of an all-of-government approach to meet the goals of the Climate Act in a cost-effective manner.

    1. Each Affected Entity shall first count the amount of clean energy generated by Eligible Systems across the State that the Affected Entity pays for in its electricity bills or otherwise towards compliance with CES, based on calculations provided by NYSERDA. Affected Entities shall provide information requested by NYSERDA to perform the applicable calculations, including load data, CES compliance payments, and any other necessary information.

    2. For the remainder of its electricity usage, each Affected Entity shall next be required to demonstrate meeting this obligation, where feasible, through the use of on- or off-site Eligible Systems providing energy dedicated to the Affected Entity's operations.

    3. For the portion of electricity that cannot be served by such Eligible Systems, each Affected Entity shall, in consultation and agreement with NYSERDA and DPS, procure renewable energy certificates ("RECs") qualified under a Qualifying Tier of the CES.

    4. NYSERDA and DPS shall establish further detailed guidelines and requirements with respect to how each Affected Entity shall comply, and report compliance, with this Section VII(A) of this Executive Order.

    5. The Council will monitor progress towards this requirement, and NYSERDA and DPS will make adjustments to this obligation as needed based on statewide progress towards Climate Act mandates.

B. To the fullest extent feasible, beginning January 1, 2024, all new construction submitted for permitting by Affected Entities shall avoid infrastructure, building systems or equipment that can be used for the combustion of fossil fuels, excluding the necessary use for backup emergency generation and process loads, provided that Affected Entities shall avoid the use of backup emergency diesel generators where practicable. This shall not affect the continued operation and maintenance of State or Affected Entity owned or operated electric generating facilities. The Council will monitor progress towards this goal.

C. Affected Entities shall achieve 11 trillion BTUs of energy savings at their facilities by 2025 as outlined in the BuildSmart 2025 program.

    1. Each Affected Entity shall work with NYPA to achieve their allotted portion of the overall savings target for State operations. Affected Entities should consult the BuildSmart 2025 Program Guidelines for types of projects and programs to undertake, including master planning, O&M program development, participation in demand response and similar programs, submetering, LED lighting, and other projects that reduce energy consumption and enhance building efficiency.

    2. Prior to 2025, the Council shall issue a 2030 energy savings goal based on an evaluation of progress towards the 2025 goal and the additional opportunities that remain for cost-effective energy savings. Such 2030 goal shall be aligned with the most recent version of the State's Scoping Plan developed pursuant the Climate Act.

D. The Council shall issue Operational Directives and guidance for common construction materials to reduce the amount of embodied carbon in such materials. Starting January 1, 2023, Affected Entities shall seek to reduce the embodied carbon in all new construction or construction projects consisting of adaptive reuse or significant renovations that cost greater than 50% of the cost of new construction, submitted for permitting by Affected Entities, by taking the following actions:

    1. Design teams shall calculate the total embodied carbon that will result from the project, including shipping, transportation, and construction equipment requirements.

    2. Bidders shall be required to submit environmental product declarations when available, that include the amount of embodied carbon in given building materials.

E. Affected Entities shall have 100% of their light-duty non-emergency vehicle fleets be Zero Emission Vehicles (ZEVs) by 2035 and 100% of their medium- and heavy-duty vehicle fleet be ZEVs by 2040.

    1. All Affected Entities shall create and file a light-duty vehicle fleet decarbonization plan and a medium- and heavy-duty decarbonization plan with the Council. The Council shall

provide technical assistance and guidance to agencies for the development of decarbonization plans. Such decarbonization plans shall include, at minimum, the following elements:

a. A purchasing plan that includes interim targets for how they will achieve the fleet decarbonization goals of this Order; and

b. A plan for providing staff training and engagement necessary for the successful decarbonization of their fleet.

2. Affected Entities shall file such light-duty vehicle fleet decarbonization plans with the Council within one year of the issuance of this Order and shall file such medium- and heavy-duty decarbonization plans with the Council within three years of the issuance of this Order.

3. Affected Entities shall file progress updates to their light and medium- and heavy-duty vehicle decarbonization plans every three years after the filing of their first plan.

4. Priority shall be given to purchasing battery electric vehicles and hydrogen fuel cell vehicles, and if they are not practicable for an Affected Entity's needs, then plug-in hybrid electric vehicles may be considered in limited circumstances as specifically authorized by the Council.

5. Affected Entities that operate emergency vehicles shall, at least annually, evaluate and test various ZEV technologies to determine if they can meet the use cases for these vehicles.

6. Affected Entities shall consult with OGS to develop ZEV charging infrastructure for their fleets. OGS shall provide guidance to agencies and coordinate the phased implementation of ZEV charging infrastructure.

7. Affected Entities are encouraged to maximize employee access to and promote the use of ZEV charging infrastructure employee workplace charging at State owned and maintained parking facilities.

F. Affected Entities shall evaluate the inclusion of distributed energy resources and energy storage to the maximum extent practicable. NYPA and NYSERDA shall collaborate to provide Affected Entities with needed technical assistance regarding new energy storage systems.

G. Affected Entities shall seek to utilize the DEC Value of Carbon Guidance, where appropriate, to aid in their decision making on greenhouse gas emission reductions under this Executive Order

VIII. Reducing Waste

A. The Council shall create a waste diversion plan template that Affected Entities shall use to complete their plans. All Affected Entities shall create a waste diversion plan and file such plan with the Council that outlines how they will meet the following goals:

1. A decrease in waste disposal of 10 percent every five years from a baseline of Fiscal Year 2018-19, until reaching a goal of 75 percent.

2. Waste data reported for these goals should be broken out into the following categories: recycled materials; compostable materials and other organics; material sent to landfill (including construction and demolition waste); and special waste (including hazardous waste).

3. The waste diversion plan shall incorporate at least the following elements:

a. a schedule for conducting routine waste audits of facilities and how the findings from the waste audit will be utilized in advancing waste reduction;

b. a plan for diverting organic waste from landfill to meet the diversion goals;

c. identifying all instances where single-use plastics are used and creating a plan to eliminate their use in all circumstances where doing so will not endanger employee or public health and safety; and

d. consideration of whether the affected entity should, by 2025, transition to dual-stream recycling that source separates recyclable items into subcategories of mixed paper and commingled containers (plastic, glass, and metal), at all facilities where it is practicable and where dual-stream material recovery facilities are available, cost-effective and efficient.

4. In addition, technical assistance in compiling the plans will be provided by DEC.
5. The Council shall reassess the waste diversion goals of this Order at least every five years, and if the goals are updated by the Council, it shall require updated waste diversion plans to be submitted by Affected Entities on how each will meet the new goals.
6. Affected Entities shall file such plans with the Council within one year of the receipt of the waste diversion plan template.

B. After 90 days following the issuance of this Order, Affected Entities shall not expend State funds for the purchase of bottled water. If an Affected Entity determines that it has a need to purchase bottled water for health or safety reasons, it may request an exemption from the Council for its particular circumstances pursuant to Section V of this Order. The Council shall issue guidance on exceptions to this requirement to address public health issues and other appropriate circumstances. This Section does not apply to an Affected Entity purchasing bottled water for emergency purposes.

IX. Reducing Use of Toxic Substances

A. Affected Entities shall evaluate and incorporate toxics use reduction strategies into their operations, to the extent practicable, to achieve pollution prevention. The Council will, at a minimum, provide agencies with information on healthy buildings, green cleaning and disinfection, integrated pest management and green procurement.

XI. Low Impact Development

A. Affected Entities shall evaluate, and to the maximum extent practicable, incorporate green infrastructure concepts to reduce all stormwater runoff and improve water quality in new construction or redevelopment projects submitted for permitting by Affected Entities regardless of disturbance threshold. These include activities such as the reconstruction of parking lots and the addition of new landscaping.

B. The Council, in collaboration with the EFC, will provide guidance on incorporating green infrastructure concepts to Affected Entities.

C. Climate Risk Incorporation

1. New infrastructure and building projects shall be designed and built to account for the climate changes that may occur over their lifespans. This includes incorporating climate projections and adaptation strategies in upfront design and expected operations and management. Preservation of open space shall be considered as a strategy for climate risk mitigation in new and existing construction.
2. The Council will provide guidance on incorporating climate projections and climate risk concepts to Affected Entities.
3. All Affected Entities shall evaluate opportunities to harden their infrastructure and mitigate the impacts of climate change with resilience practices such as nature-based solutions and modular infrastructure.

XII. Promoting Biodiversity and Habitat Protection

A. Affected Entities that have jurisdiction over real property shall, where practicable, seek opportunities to enhance the ecological integrity of their real property to support native biodiversity and the NYS Pollinator Protection Plan, protect threatened and endangered species, and increase climate resilience and natural carbon storage. This includes prioritizing the use of native plants and minimizing the use of non-native plants in landscaping and other planting efforts and other activities that may be identified in the New York Natural Heritage Program conservation guide and its management recommendations regarding listed plants.

B. The Council shall provide a template for all Affected Entities to implement an Early Detection Rapid Response protocol in place for invasive species on the real property over which the Affected Entity has jurisdiction. The Council may issue additional operational directives to stop the spread of invasive species on State-owned real property.

C. Affected entities shall give priority to the use of integrated pest management techniques to control invasive species before turning to other means of eradication.

D. All Affected Entities shall follow available best practices for identifying and properly managing endangered species on real property and ensure that their projects and operations do not have an

adverse impact upon any endangered species. The DEC shall provide guidance and technical assistance to Affected Entities regarding properly managing endangered species and data tools to identify locations where endangered species issues may be present.

E. Affected Entities shall evaluate opportunities, to the extent practicable, to co-locate new projects with landscaping or habitat to support native pollinator species and the goals of the NYS Pollinator Protection Plan and enhance climate resilience and natural carbon storage.

XIII. Disadvantaged Communities

A. Each Affected Entity shall, to the maximum extent practicable, lower the impact of its operations on Disadvantaged Communities, and shall incorporate lowered environmental impact in these communities into the plans developed by Affected Entities pursuant to this Order.

B. The Council shall conduct an inventory of State-owned facilities located in Disadvantaged Communities.

C. Affected Entities shall prioritize facilities over which the Affected Entity has jurisdiction that are located within Disadvantaged Communities for efficiency and other environmental upgrades, such as electrifying heating and cooling systems, which will lower the Affected Entity's environmental impacts on these communities.

XIV. Innovative Solutions

A. The Council shall continuously evaluate the potential of new technologies in order to assist Affected Entities in continuing to reduce their environmental footprint and increase climate resilience (mitigation and adaptation) of its operations, and wherever feasible, test new technologies and equipment to determine if such technologies or equipment is practicable for adoption in Affected Entity operations.

XV. Repeal of Prior Executive Orders

A. Executive Order 4, issued on April 24, 2008, Executive Order 18, issued on May 5, 2009, Executive Order 88, issued on December 28, 2012, and Executive Order 166, issued on June 1, 2017, are hereby revoked and superseded by this Executive Order.

G I V E N under my hand and the Privy Seal of the State in the City of Albany this twentieth day of September in the year two thousand twenty-two.

BY THE GOVERNOR

Secretary to the Governor

EO 22 - EXHIBIT A – Affected Entities

1) AGING- Office for the Aging
2) AGM- Department of Agriculture and Markets
3) APA- Adirondack Park Agency
4) ARTS- Council on the Arts
5) BFSA- Buffalo Fiscal Stability Authority
6) BOE- Board of Elections
7) BPCA- Battery Park City Authority/Parks Conservancy
8) CDTA- Capital District Transportation Authority
9) CELG- Commission on Ethics and Lobbying in Government
10) CENTRO- Central New York Regional Transportation Authority
11) CIVIL- Department of Civil Service
12) CPB- Central Pines Barrens Joint Planning & Policy Commission
13) CUNY- City University of New York
14) DASNY- Dormitory Authority of New York
15) DCJS- Division of Criminal Justice Services
16) DEC- Department of Environmental Conservation
17) DED- Department of Economic Development
18) DFS- Department of Financial Services
19) DHCR- Division of Housing and Community Renewal
20) DHR- Division of Human Rights
21) DHSES- Division of Homeland Security and Emergency Services
22) DMV- Department of Motor Vehicles
23) DOB- Division of Budget
24) DOCCS- Department of Corrections and Community Supervision
25) DOH- Department of Health
26) DOS- Department of State
27) DOT- Department of Transportation
28) DPS- Department of Public Service
29) DVS- Division of Veterans Services
30) ECFSA- Erie County Fiscal Stability Authority
31) ECMC- Erie County Medical Center Corporation
32) EFC- Environmental Facilities Corporation
33) FCB- Financial Control Board
34) GAMING- Gaming Commission
35) GOER- Governor’s Office of Employee Relations
36) HESC- Higher Education Services Corporation
37) HRBRRD- Hudson River- Black River Regulating District
38) HRVG- Hudson River Valley Greenway
39) IG- Office of Inspector General
40) ITS- Information Technology Services
41) JAVITS- New York Convention Center Operating Corporation
42) JC- Justice Center

43) LABOR- Department of Labor

44) LIPA- Long Island Power Authority

45) MNA- Division of Military and Naval Affairs

46) MTA- Metropolitan Transportation Authority

47) NFTA- Niagara Frontier Transportation Authority

48) NIFA- Nassau County Interim Finance Authority

49) NYPA- New York Power Authority

50) NYSBA- New York State Bridge Authority

51) NYSERDA- NYS Energy Research and Development Authority

52) NYSIF- Insurance Fund

53) OASAS- Office of Alcoholism and Substance Abuse Services

54) OCFS- Office of Children and Family Services

55) Office of Victim Services

56) OGDENSBURG- Ogdensburg Bridge and Port Authority

57) OGS- Office of General Services

58) OMH- Office of Mental Health

59) OPRHP- Office of Parks, Recreation, and Historic Preservation

60) OPWDD- Office of People with Developmental Disabilities

61) ORDA- Olympic Regional Development Authority

62) OTDA- Office of Temporary and Disability Assistance

63) PERB- Public Employment Relations Board

64) PORTOSWEGO- Port of Oswego Authority

65) RIOC- Roosevelt Island Operating Corporation of the State of New York

66) RTS – Rochester Genesee Regional Transportation Authority

67) SLA - Alcohol Beverage Control (State Liquor Authority)

68) SUNY- State University of New York

69) TAX- Department of Taxation & Finance

70) THRUWAY- Thruway Authority

71) TROOPERS- State Police

72) UDC- Urban Development Corporation

73) UNDC- United Nations Development Corporation

74) WCB- Workers' Compensation Board

75) WCMC- Westchester County Health Corporation

EXHIBIT 4

NYS Office of General Services
Lease Management
Division of Real Estate
Leasing Services
Governor Nelson A. Rockefeller Empire State Plaza
Corning Tower, 40th Floor
Albany, New York 12242

E-mail: ogs.sm.leasecompliance@ogs.ny.gov

Request for Lease Compliance Service(s)

Please supply all necessary information:

Date of Request ____ / ____ / ____
Month Day Year

Requested By _____ Phone _____

E-mail _____

Lease Number _____

Landlord been notified in writing? Y or N

Agency _____

Agency Contact _____ Phone _____

Building Address _____

_____

Building Contact _____ Phone _____

Brief Description of Work - Nature of Problem

_____

_____

_____

EXHIBIT 5

LEASE ASSIGNMENT AGREEMENT STATE OF NEW YORK
OFFICE OF GENERAL SERVICES NYS LEASE # L _____

THIS LEASE ASSIGNMENT AGREEMENT (hereinafter referred to as the "Agreement") is among (i) the People of the State of New York, acting by and through the Commissioner of General Services with offices located at the Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 36th Floor, Albany, New York 12242 (hereinafter referred to as the "State" or the "Tenant") and (ii) _____[***Original Landlord Name***] having its principal place of business at _____, with Employer Identification Number _____ and NYS Vendor Number _____, (hereinafter referred to as "Assignor") and (iii) _____ [***New Landlord Name***], having a principal place of business at _____, with Employer Identification Number _____and NYS Vendor Number _____(hereinafter referred to as "Assignee"). The State, the Assignor, and the Assignee are hereinafter collectively referred to as the "Parties."

WHEREAS, the assignment occurred on the ____day of _____, 20__, and is subject to consent by the State pursuant to Section 138 of the State Finance Law.

WHEREAS, the Assignor entered into a lease (hereinafter referred to as the "Lease") with the State with a Lease number of L_____, pursuant to which Tenant, leased _____(hereinafter referred to as the "Demised Premises") from the Assignor for specified consideration, all as fully described in the Lease and any amendments thereto. The Lease includes any amendments, including all modifications, made between the State and the Assignor before the effective date of this Agreement. The Lease also includes all amendments, including all modifications, made between the State and the Assignor on or after the effective date of this Agreement; and

WHEREAS, the Assignor transferred all rights, titles, interests, duties, obligations, and liabilities under the Lease to the Assignee; and

WHEREAS, the Assignee accepted the transfer of all rights, titles, interests, duties, obligations, and liabilities of the Assignor under the Lease; and

WHEREAS, the State has determined that the Assignee is a responsible vendor that has the capacity and capability to perform the duties and obligations of the Lease.

In consideration of the foregoing facts, the Parties agree that by this Agreement:

1. The Assignor represents that for good and valuable consideration, it does hereby assign, transfer and convey to the Assignee all of its rights, titles, interests, duties, obligations, and liabilities in the Lease.

2. The Assignee agrees to accept the transfer of all the Assignor's rights, titles, interests, duties, obligations, and liabilities under the Lease, including but not limited to, and only where applicable, professional liability and the furnishing of valid certificates of insurance and bonds thereof to be effective as of the date this Agreement is approved as described below, or on some other date agreed to by the Parties, provided however, that there shall be no lapse or gaps in coverage afforded

under such bonds and insurance to the State.

3. The Assignor warrants and represents there are no known liens, tax obligations or other legal responsibility relating to the Lease at this time and Assignor has no reason to believe any such liens, tax obligations, or other legal responsibilities relating to the Lease will be filed in the future, which may result in a finding that this Agreement was made to avoid payment of such liens, tax obligations, or other legal responsibilities.

4. The State recognizes the assignment of Lease to the Assignee. The Assignee, by this Agreement, becomes entitled to all rights, titles, and interests and is bound by all duties, obligations, and liabilities of the Assignor in and to the Lease, as if the Assignee were the original signatory party to the Lease. As of the effective date of this Agreement, the term "Landlord," as used in the Lease, shall refer to the Assignee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the State against the Assignor.

6. The Assignee shall defend, indemnify and save the State harmless from any losses, liabilities, claims, damages, or causes of actions that the Assignor heretofore had, has or hereafter may have against the State arising out of the Lease.

7. The State reserves any and all rights of any kind or nature whatsoever which it may have against the Assignor and the State's consent to the transfer of the Lease is expressly conditioned upon the understanding that the Agreement shall not operate to discharge any losses, liabilities, claims, demands, or causes of action the State heretofore had, now has, or hereafter may have against the Assignor for or by any reason or any matter or thing whatsoever.

8. All payments and reimbursements previously made by the State to the Assignor shall be considered to have discharged the State's obligations to make such payments and reimbursements under the Lease. All payments and reimbursements made by the State in relation to the Lease after the date of this Agreement shall be made in the name of or to the Assignee, and shall constitute a complete discharge of the State's obligations under the Lease, to the extent of the amounts paid or reimbursed.

9. The Assignee agrees that the State is not obligated to pay or reimburse Assignee, or otherwise give effect to, any costs, fees, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of the Assignor's rights and obligations under the Lease, other than those that the State in the absence of such transfer would have been obligated to pay or reimburse under the terms of the Lease.

10. The Lease shall remain in full force and effect pursuant to its terms, except as modified by this Agreement.

11. Pursuant to State Finance Law §§139-j and 139-k, an assignment is a "governmental procurement" and, therefore, there are certain restrictions on communications during the transfer process. Both Assignor and Assignee are restricted from making "contacts" from the earliest notice of intent to transfer the Lease through final approval of this Agreement by the State ((hereinafter referred to as the "Restricted Period") to other than designated staff unless it is a contact that is included among the statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified in the attached _____[***Date of Letter***], letter from the Tenant to _____[***New Landlord Name***]. These provisions also require that State employees obtain certain information when contacted during the Restricted Period and make a determination of the responsibility of the Assignee. Certain findings of non-responsibility may result in rejection of an assignment and, in the event of two findings of non-responsibility within a four-year period, the Assignee is debarred from obtaining any governmental procurement contracts. Further information about these requirements, including the certification that must be filed by the Assignee, in accordance with New York State Finance Law §139-k, can be found on the OGS website:
www.ogs.ny.gov/acpl.

    The State reserves the right to terminate the Lease in the event it is found that the certification filed by the Assignee in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Assignee in accordance with the written notification terms of the Lease.

12. Any notices required to be provided to the Landlord pursuant to the Lease, shall after the effective date of this Agreement be provided to the Assignee at _____.

13. This Agreement accomplishes a transfer pursuant to New York State Finance Law Section 138 and is therefore subject to approval by the Attorney General, as to form, and the Comptroller of the State of New York.

14. This Agreement shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

16. The Parties have full right and authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be duly executed on the day and year first above written.

ASSIGNOR:

_____

Signature

_____

Printed Name, Title

_____

Date

ACKNOWLEDGEMENT

STATE OF)
) SS.:
COUNTY OF)

On this _____day of_____, 20__, before me personally came _____, to me known who being duly sworn, did depose and say that s/he resides in _____; that s/he is the _____of the_____, the firm/corporation described in and which executed the foregoing instrument; that s/he signed her/his name thereto as a _____thereof.

_____

Notary Public

ASSIGNEE:

_____

Signature

_____

Printed Name, Title

_____

Date

ACKNOWLEDGEMENT

STATE OF)
) SS.:
COUNTY OF)

On this _____day of_____, 20__, before me personally came _____, to me known who being duly sworn, did depose and say that s/he resides in _____; that s/he is the _____of the_____, the firm/corporation described in and which executed the foregoing instrument; that s/he signed her/his name thereto as a _____thereof.

_____

Notary Public

STATE AGENCY:

_____

Signature

_____

Printed Name, Title

_____

Date

APPROVED:

For the Attorney General

Signature_____

Printed Name _____

Title _____

Date_____

For the State Comptroller

Signature_____

Printed Name _____

Title _____

Date_____

EXHIBIT 6

Governmental Entity Lease Disclosure Sheet

THE NEW YORK STATE OFFICE OF GENERAL SERVICES
Division of Real Estate Services
40TH Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242

PROJECT NO:	DATE:	OCCUPYING AGENCY:
BUILDING ADDRESS (street/city/state/zip code/county):	FEDERAL I.D. NO. (FEIN):	SOCIAL SECURITY #:
GOVERNMENTAL ENTITY NAME:	GOVERNMENTAL ENTITY ADDRESS/ TELEPHONE NO.: e-mail address:	

GOVERNMENTAL ENTITY/BUILDING INFORMATION:	YES	NO
~If explanation required, please attach additional sheets as necessary~		
1. Is the Governmental Entity's property interest in the premises fee simple ownership? If NO, please describe the property interest (i.e. leasehold, purchase, contract, etc.).	☐	☐
2. Does the Governmental Entity do business under any other names? If yes, please indicate those names: _____.	☐	☐
3. Is the primary business of the Governmental Entity the leasing of space? If NO, please provide an explanation/purpose of the primary business.	☐	☐
4. Is there present on, near or within 30 meters of the premises or the building of which the premises form a part, any "PCB Transformers", "PCB Articles" or "PCB Equipment" as such terms are defined in U.S. Environmental Protection Agency Regulation (40CFR761)? (PCB Transformer owners were required by U.S. EPA Regulation (40CFR761) to notify owners of commercial buildings of the existence of PCB Transformers within 30 meters of such buildings not later than December 1, 1985).	☐	☐
• If answer to #4 is YES, are such "PCB Transformers", "PCB Articles" or "PCB Equipment" labeled in accordance with U.S. Environmental Protection Agency Regulation (40CFR761)?	☐	☐
• If answer to #4 is YES, have such "PCB Transformers", "PCB Articles" or "PCB Equipment" been registered with fire response personnel having primary jurisdiction as is required by U.S. Environmental Protection Agency Regulation (40CFR761)?	☐	☐
5. Are there sprinklers in the premises?	☐	☐
• If YES are they Omega, Central, Gem or Star Sprinklers?	☐	☐
• If Omega, Central, Gem or Star, have the defective parts been replaced/repaired pursuant to recent CPSC directives and building codes?	☐	☐
6. Was this building constructed prior to January 1, 1979? **If YES, include date: _____**	☐	☐
7. Is there present on or within the premises or the building of which the premises form a part, any asbestos material or material impregnated with asbestos, or which asbestos forms a part? If yes, please briefly describe the nature and extent of the use of asbestos, including a description any activity which has been undertaken to preclude the asbestos from becoming friable.	☐	☐
8. Is the building located within a historic district or is it listed on or as eligible for the State or National Register of Historic Places?	☐	☐
9. Does the Governmental Entity have any current or pending Real Property leases with any New York State Agencies, Authorities, Boards, or Commissions? (A pending lease means one that is currently being negotiated with one of the listed governmental entities.) If YES, please provide details.	☐	☐
10. Does the Governmental Entity use, or has it used in the past five (5) years, any other Federal Employee Identification Number other than what is listed on page one of this document? If YES, provide the Federal Employee Identification Number(s) and the address for each such entity.	☐	☐
11. Have any bankruptcy proceedings been initiated by or against the Governmental Entity or its affiliates within the past 7 years (whether or not closed) or is any bankruptcy proceeding pending by or against the Governmental Entity or its affiliates regardless of the date of filing? (If YES, indicate if this is applicable to the submitting Governmental Entity or affiliate. If it is an affiliate, include the affiliate's name and Federal Employee Identification Number. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed).	☐	☐
12. Will New York State businesses be used in the performance of this Lease? If yes, identify New York State business(es) that will be used; (Attach identifying information).	☐	☐

13. Per New York State Workers' Compensation Laws §57 and §220, a Governmental Entity applying for a State contract, license, or permit must provide proof of coverage or exemption for both Workers' Compensation **AND** Disability Benefits.

Please refer to the attached "WORKERS' COMPENSATION AND DISABILITY INSURANCE FORMS CHART" for additional information on applicable forms and links to website. Be sure to designate *The New York State Office of General Services, Division of Real Estate Services, 40th Floor, Corning Tower, The Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242* as the Certificate Holder or Government Entity requesting proof of coverage.

The Governmental Entity name and FEIN (or SSN) on the lease contract, disclosure sheet, and Workers' Compensation/ Disability forms must all match exactly.

Governmental Entity has:

(a) Workers' Compensation: If Yes, attach one of the following forms: • Form C-105.2 -- issued by your insurance carrier • Form U-26.3 -- issued by the State Insurance Fund • Form GSI-105.2 -- must be completed by the group self-insurance administrator	☐	☐
(b) Disability Insurance Benefits: If Yes, attach one of the following forms: • Form DB-120.1 -- issued by your insurance carrier, or • Form DB-155 -- issued by the Board's Self-Insurance Office (518) 402-0247	☐	☐
***IF NO, exemption form CE-200 is available on the New York State Workers' Compensation Board's website. <u>However, please note that an exemption is available in very limited circumstances.</u>**		
14. Does the Governmental Entity have the financial resources necessary to fulfill the requirements of the proposed lease?	☐	☐
15. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices. Generally, the Human Rights Law applies to: • all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment; • employers with fewer than four employees in all cases involving sexual harassment; and, • any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin. Does the Governmental Entity certify, in accordance with Executive Order No. 177, that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law? Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.	☐	☐
16. (a) The Governmental Entity affirms that it is not aware of any apparent or actual conflicts of interest that will be created by its involvement in the proposed transaction. (b) In the event that an officer or employee of the Governmental Entity would have an actual or apparent conflict of interest with the proposed transaction, the Governmental Entity affirms that officer or employee will recuse themself from the transaction.	☐ ☐	☐ ☐

SIGNATURE PAGE

The undersigned, personally and on behalf of the Governmental Entity noted below, does hereby state and certify to the New York State Office of General Services that the information given above is true, accurate and complete with respect to State Finance Law §§ 139 j-k.

The undersigned: (1) recognizes that this document is submitted for the express purpose of assisting the New York State Office of General Services (hereinafter referred to as "OGS") and other New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding the award or approval of a lease or modification thereto (including, but not limited to, a renewal, modification or assignment thereof) and that OGS and other New York State government entities will rely on the information disclosed herein when making responsibility determinations; (2) acknowledges that OGS and other New York State government entities may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility and all other actions available at law or in equity.

The undersigned certifies that he/she:

- is knowledgeable about the Governmental Entity's business and operations;
- understands that OGS and other New York State government entities will rely on the information disclosed in this Lease Disclosure Sheet when entering into a lease or modification thereto with the Governmental Entity;
- is under an obligation to update the information provided herein to include any material changes to the Governmental Entity's responses from the time of proposal submission through the delivery of a fully executed document by OGS, and may be required to update the information at the request of OGS or other New York State government entities prior to the award and/or approval of a lease or modification thereto, or during the term of the lease; and
- is authorized to bind the Governmental Entity and is either (1) listed as an officer/partner/member of the Governmental Entity listed in response to question 1 of this Lease Disclosure Sheet; or (2) is submitting a letter, with this Lease Disclosure Sheet, on the Governmental Entity's letterhead signed by an officer/partner/member of the Governmental Entity, stating that the undersigned is authorized to sign on behalf of the Governmental Entity.

I affirm this _____ day of _____, _____, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the statements contained herein are true, and I understand that this document may be filed in an action or proceeding in a court of law.

_____

_____

Name of Governmental Entity **Signature**

_____ _____

Address **Print or Type Name**

_____ _____

City, State, Zip **Title**

Date: _____ **Telephone Number:** _____

WORKERS' COMPENSATION AND DISABILITY INSURANCE FORMS CHART

Revision Date:
1/7/2009

WORKERS' COMPENSATION AND DISABILITY BENEFITS
AGENCY CONTRACT REQUIREMENTS

Workers' compensation law (WCL) requires state entities to ensure that businesses applying for permits, licenses, or contracts have appropriate workers' compensation and disability benefits insurance coverage. This requirement applies to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract.

	Businesses Requesting to Enter into, Extend, or Assign Contracts MUST provide *ONE of the following Workers Compensation Forms*, AND ONE of the following Disability Benefits Forms			
	1 of the following Workers Compensation Forms:	**AND**	**1 of the Following Disability Benefits Forms:**	
Note: Contractors having access to the internet will be able to fill out the CE-200 on the internet and immediately upon completion, be able to print out a hard copy of the CE-200 that they will then submit to the government agency issuing the permit, license or contract. For contractors with out Inter-net see WCB: Applicant Instructions for Form CE-200 – Effective December 1, 2008	CE-200, Certificate of Attestation of Exemption from **NYS Workers' Compensation** (the CE 200 will also establish if the contractor is, or is not, exempt from Disability Coverage); **or**		CE-200, Certificate of Attestation of Exemption from **Disability Benefits Coverage** (the CE 200 will also establish if the contractor is, or is not, exempt from NYS Worker's Compensation Coverage) ; **or**	*Note: Contractors having access to the internet will be able to fill out the CE-200 on the internet and immediately upon completion, be able to print out a hard copy of the CE-200 that they will then submit to the government agency issuing the permit, license or contract. For contractors with out Inter-net see WCB: Applicant Instructions for Form CE-200 – Effective December 1, 2008*
Certificate of NYS Workers' Compensation Insurance Coverage (All private NYS licensed workers' compensation carriers are required to issue the C-105.2. Please note that the State Insurance Fund issues a different form, the U-26.3 form, as its version of the C-105.2)	C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; **or**		DB-120.1 -- Certificate of Disability Benefits Insurance **(the business's insurance carrier will send this form to the government entity upon request); or**	*The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier.*
The SI-12 must be completed by the NYS Workers' Compensation Board's Self-Insurance Office. The GSI-105.2 must be completed by the group self-insurance administrator.	SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247). OR GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request). …		DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).	*The DB-155 must be completed by the Board's Self-Insurance Office.*

http://www.wcb.state.ny.us/content/main/Employers/outOfStateEmp_compLaw.jsp - Link To WCB Instructions
http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp - Link To WCB Forms
http://www.wcb.state.ny.us/content/ebiz/icempcovsearch/icempcovsearch_overview.jsp - Link To WCB Search - "Does an Employer Have Coverage"
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp - Link To "Request for Exemption"

SCHEDULE A

WORK LETTER

Prior to the Commencement Date of the Term, as defined in Sections 2 and 7 of this Lease, Landlord shall, at its sole cost and expense, perform all Landlord's Work or the Work (as those terms are defined in Section 1(e) below) and shall be responsible for all informational, demolition, architectural and engineering work and construction and all costs and fees associated with the same within the Demised Premises.

Pursuant to a mutually agreed schedule to be established within a reasonable time, not to exceed 90 days following execution of this Lease, Landlord shall:

Item 1: At Landlord's cost, perform a video inspection (camera-ing) of the existing storm sewer infrastructure serving the Demised Premises and, if such inspection reveals defects, obstructions, code noncompliance, or conditions that could materially impair drainage or the ordinary commercial use of the Demised Premises by Tenant, perform such repairs or rework as are commercially reasonable and necessary to place the storm sewer in good working order. Landlord shall provide Tenant or their consultants with copies of all inspection reports and documentation of any corrective work performed and shall reasonably coordinate such work with Tenant's construction and access needs.

Item 2: Landlord shall use commercially reasonable efforts to obtain and deliver to Tenant all available as-built drawings and construction documents for the Premises and Building, including any documents on file with the applicable municipality or village, covering, to the extent available, IT/telecommunications, storm, sewer, and electrical systems.

Item 3: If it is conclusively determined by Tenant that the existing generator, shed, and fuel tank will not be used by Tenant, and as long as there would be no negative impacts on hydroelectric production, Landlord shall, at Landlord's cost and in compliance with applicable environmental and safety laws, remove such items and properly decommission any associated fuel systems, and restore the affected areas to a clean and safe condition substantially similar to their prior condition, reasonable wear and tear excepted, in accordance with the mutually agreed schedule.

The Work shall be accomplished according to the schedule provided in Schedule B and all work will be performed in accordance with all applicable federal, State and local codes, rules and regulations, including, but not limited to, all referenced standards (such as: (i) the Americans with Disabilities Act Accessibility Guidelines (hereinafter referred to as the "ADAAG"), (ii) the Occupational Safety and Health Administration Act, (iii) the New York State Uniform Fire Prevention and Building Code and the Building Code of the Village of Saranac Lake as applicable, any local rules or ordinances, as may be applicable, the OGS MSLF which is available at https://ogs.ny.gov/system/files/documents/2022/06/ogs-material-spec-for-leased-facilities-mslf-6-22-22.pdf, EO-22, attached to this Lease as Exhibit 3, receipt of which is acknowledged by Landlord).

Landlord will provide working drawings as required for the Work to be in accordance with all applicable federal, State and local codes, rules and regulations, including, but not limited to,

all referenced standards (such as: (i) the Americans with Disabilities Act Accessibility Guidelines (hereinafter referred to as the "ADAAG"), (ii) the Occupational Safety and Health Administration Act, (iii) the New York State Uniform Fire Prevention and Building Code and the Building Code of the Village of Saranac Lake as applicable, any local rules or ordinances, as may be applicable, the OGS MSLF which is available at https://ogs.ny.gov/system/files/documents/2022/06/ogs-material-spec-for-leased-facilities-mslf-6-22-22.pdf, EO-22, attached to this Lease as Exhibit 3, receipt of which is acknowledged by Landlord).

It is the responsibility of Landlord's architect and/or engineer to verify existing site dimensions and conditions during design and construction, and to confirm that they are compatible with Exhibit 1. Any conflicts between the existing site dimensions, conditions and Exhibit 1, shall be immediately brought to Tenant's attention.

Landlord recognizes and acknowledges that the Tenant will suffer damages by virtue of Landlord's failure to complete the Work within the time specified which damages are difficult to ascertain. Accordingly, Landlord shall pay Tenant, not as a penalty, but as liquidated damages, the sum of $500.00 and 00/100 Dollars ($500.00) for each day beyond the date specified for completion of the Work (as extended) during which Landlord fails to complete the Work.

Tenant's designated Project Manager for this Lease project is Nicole Zumpano, whose address is The New York State Office of General Services, Design and Construction, Division of Design, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 34*th* Floor, Albany, New York 12242; telephone number 518-560-0085. Any notices and/or approvals given by the Project Manager shall be binding upon Tenant. Tenant may change the Project Manager by written notice sent to Landlord in accordance with Section 45 of this Lease.

SCHEDULE B

Construction and Renovation Schedule

Item	**Completion Date**
Camera-ing of existing storm sewer and potential rework thereof depending on the conditions found.	Not Later than 90 days from execution.
As-builts of existing building infrastructure.	Not Later than 90 days from execution.
Removal of existing generator, shed, and fuel tank at Tenant’s election.	Not Later than 90 days from execution.

Business of the Village Board
Village of Saranac Lake

BILL #44-2026

SUBJECT: Harrietstown Housing Authority

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/3/2026

Authorize Village Manager to execute Supplemental Services Agreement with Harrietstown Housing Authority

MOVED BY: Brunette SECONDED BY: Ryan

VOTE ON ROLL CALL:

MAYOR WILLIAMS	yes
TRUSTEE BRUNETTE	yes
TRUSTEE RYAN	yes
TRUSTEE SCOLLIN	yes
TRUSTEE WHITE	yes

HARRIETSTOWN HOUSING AUTHORITY

CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract made and effective the _____ day of _____, 2026 by and between the Harrietstown Housing Authority, (hereinafter called the "Authority") and the Village of Saranac Lake, New York, (hereinafter called the "Village") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS the Authority desires to contract with the Village for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS the Village, by and through its Police Department, desires to assist in the effort by providing effective police services at all Authority locations.

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

ARTICLE I

Scope of Services

The Village agrees that the services rendered by the Village under this Contract are in addition to baseline police services. The Village agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The duties and extent of services of the Village shall include, but shall not be limited to:

A. The Village, by and through its Police Department, will assign police officers to perform specialized patrols to enforce all state and local laws and Housing Authority rules specified in this Contract. Sworn officers shall always remain part of, subject to and in direct relationship with the Police Department's chain of command and under Police Department rules, regulations and standard operating procedures.

B. The Village agrees that assigned police officers will target areas during specific periods of time identified by the Authority and agreed upon by the Village as high crime or high workload periods (directed patrol}, such as morning patrol between 9am and 11am and evening patrol between 9pm and 12am in certain areas, to maintain a police patrol presence.

C. The Village agrees to collect and provide workload data for the public housing developments.

D. It is further agreed that to the extent necessary, assigned police officers will appear as a witness in the Authority's administrative grievance procedures, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest or guests of a resident or household member.

E. Without limiting any of the foregoing, the Village agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the Chief of Police will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings are at the discretion of the Chief of Police but at least one meeting will occur annually.

F. The Village agrees to continue to provide criminal background checks of proposed applicants for public housing. This information will be provided in a manner consistent with all applicable National Crime Information Center and State laws and regulations.

G. The Administrative Liaison Officer will work in concert with the Executive Director of the Authority or that official's designee to facilitate the performance of this contract in a manner of broad interpretation. The Police Chief will serve as the Administrative Liaison Officer.

The Police Chief and/or his designee will perform the following duties:

1) Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of this Contract.

2) Prepare an annual progress report and evaluation of services requested and provided under this Contract for review by the Executive Director

4) Coordinate security workshops and training seminars for identified residents.

5) Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and

6) Any other administrative tasks which from time to time may become reasonably necessary to affect the items of this contract and permit the PHA to remain in compliance with HUD provisions.

H. The Village will always provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Police Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the Villages property while on the Authority's property.

ARTICLE II

Enforcement of Rules and Regulations

A. The Village, through its police officers, is hereby empowered to enforce the following Authority rules and regulations. This list is meant to be illustrative only and in no manner represents a limitation on enforcement authority or parameters:

1) Authorized or unauthorized visitors in unoccupied structures of the Authority shall be removed within the laws and rights of tenants and visitors in NYS.

2) Authorized or unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed within the laws and rights of tenants and visitors in NYS.

3} Authorized or unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

Regarding the foregoing rules and regulations, the Village's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, where appropriate.

B. The Village, through its police officers, is hereby empowered to enforce the following Authority rule or regulation:

The residents and any visitors to the Authority property and premises shall refrain from and shall cause their households to refrain from parking vehicles in any area other than parking areas designated by Authority management.

Regarding the foregoing rule or regulation, the Village's police officers are hereby authorized to have removed all vehicles found parked in violation of said rule or regulation, pursuant to established Village procedure for impounding vehicles.

C. The Village, through Its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.

D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

E. The Village agrees to provide any police officer participating under this contract with copies of the PHA's lease and Rules and Regulations for the officer's review.

ARTICLE III

Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The Village agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities, unless prohibited by law. It is further agreed that the Village Police Department will provide to the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments, this information will be provided at no cost to the PHA by the Village Police Department on a regular basis in accordance with specific procedures that have been established.

The Authority agrees to provide access to camera footage as needed during an investigation at the request of the Chief of Police or their designee and with approval by the Executive Director.

B. Reporting

Media Coordination

The Police Department will update the Executive Director, or their designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The Village and the Authority agree to regularly evaluate this program by all means necessary and statistics available to do so.

ARTICLE IV

Term of Contract

The term of this Contract shall be for one year beginning January 1, 2026

ARTICLE V

Compensation to the Village

A. All compensation to the Village will be made on a cost reimbursement basis. The Authority will reimburse the Village for services specified in this Contract at a rate of $7,500 annually. The Village will bill the Authority at the end of each month with a total monthly bill not to exceed $625. The Village and Authority may agree upon different payment terms.

B. The percent of overtime authorized under this Contract for court appearances or other hearings is zero.

C. The HHA reserves the right to request additional documentation it may deem necessary to process and review reimbursement requests.

D. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days (30) days of receipt of the request for reimbursement,

ARTICLE VI

Termination

The Authority may unilaterally terminate this Contract without cause and with no remaining obligation to the Village in relation to or stemming from this contract upon the provision of thirty

(30) days written notice to the Village. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VII

Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority:

Executive Director

Harrietstown Housing Authority

14 Kiwassa Rd.

Saranac Lake, New York 12983

Village:

Village Manager

Village of Saranac Lake

39 Main St., Suite 9

Saranac lake, New York 12983

ARTICLE VIII

Construction of Laws

This Contract is made and entered into in the Village of Saranac Lake, County of Franklin, State of New York.

ARTICLE IX

Entire Contract

The Contract shall consist of the following component parts:

a) This Contract;

b) Any subsequent addenda or modifications agreed to in writing by both parties.

ATTEST:

Patrick Murphy, Executive Director, Harrietstown Housing Authority

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Bachana Tsiklauri, Village Manager, Village of Saranac Lake

Business of the Village Board
Village of Saranac Lake

BILL #45-2026

SUBJECT: Award Bid

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/3/2026

Resolution accepting bid and authorizing the award of contract for 1-3 Main Street Water Chambers Infrastructure Repairs

MOVED BY: Ryan SECONDED BY: White

VOTE ON ROLL CALL:

MAYOR WILLIAMS	yes
TRUSTEE BRUNETTE	yes
TRUSTEE RYAN	yes
TRUSTEE SCOLLIN	yes
TRUSTEE WHITE	yes

VILLAGE OF SARANAC LAKE

VILLAGE BOARD RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR 1-3 MAIN STREET WATER CHAMBERS INFRASTRUCTURE REPAIR

WHEREAS, the Village of Saranac Lake (the "Village") advertised for bids for the repair to the exterior foundation wall at the basement ("Water Chamber") level of the Office Building of the Village's 1-3 Main Street complex and repairs to structural elements at the interior of said Water Chamber (Project # EPF-240611) (the "Project"); and

WHEREAS, bids for the Project were receivable at the Village Clerk's Office, Village Offices, 39 Main Street, 2nd Floor, Saranac Lake, NY 12983 with bids to be opened Wednesday, January 21, 2026 at 2:30 P.M.; to wit:

Name and Address of Bidders	Amount of Bid
Perras Environmental Control, Inc. 1909 State Route 420 Massena, New York 13662	$

and

WHEREAS, the foregoing bidder submitted the only bid for the Project; and

WHEREAS, the bid was determined to be price-reasonable, and not excessive; and

WHEREAS, the Village Board is cognizant of the fact that Perras Environmental Control, Inc. has a good local reputation, and is a responsible, well-respected company that is known to do good work, having completed multiple repair and environmental remediation projects—including water treatment systems, demolition and bulkhead wall installation—for major utilities, as well as state and federal superfund projects; and

WHEREAS, for the foregoing reasons, the Village Board determined the acceptance of the single bid submitted to be in the best interest of the municipality.

NOW, THEREFORE, BE IT RESOLVED by the Village Board to award a contract for professional repair services to Perras Environmental Control, Inc. for the amount of $_____ to complete the work called for by the bid documents that were distributed to all bidders and which are filed herewith with all correspondence received from bidders in response thereto; and be it further

RESOLVED, that the Village Mayor and/or Village Manager of the Village of Saranac Lake is hereby authorized and directed to execute a Contract for Public Work with the above-named contractor whom the Village Board has decided to award a contract to as stated herein in a form approved by the Attorney to the Village which shall be consistent with the terms of this

resolution, the bidding documents, the terms of the State of New York Contract for Grants -- Standard Terms and Conditions, and all applicable laws.

This resolution was duly seconded by _____, and adopted as follows:

VILLAGE OF SARANAC LAKE

	AYES	NOES
Mayor Jimmy Williams	_____	_____
Trustee Matthew Scollin	_____	_____
Trustee Kelly Brunette	_____	_____
Trustee Sean P. Ryan	_____	_____
Trustee Aurora White	_____	_____

DATED:

CERTIFICATION

I, **AMANDA HOPF**, Village Clerk of the Village of Saranac Lake, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Village Board of the Saranac Lake at a meeting of the Village Board of the Village of Saranac Lake, duly called and held on the ____ day of _____, 2026; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I HEREBY CERTIFY that all members of said Village Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Saranac Lake, this ____ day of _____, 2026.

DATED:
Saranac Lake, New York

_____
Amanda Hopf
Village Clerk, Village of Saranac Lake
Essex County, New York

Business of the Village Board
Village of Saranac Lake

BILL #46-2026

SUBJECT: Winter Water Usage Credit

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/3/2026

March Winter Water Usage Adjustment

MOVED BY: Scollin SECONDED BY: White

VOTE ON ROLL CALL:

MAYOR WILLIAMS	yes
TRUSTEE BRUNETTE	yes
TRUSTEE RYAN	yes
TRUSTEE SCOLLIN	yes
TRUSTEE WHITE	yes

RESOLUTION EXTENDING TEMPORARY WINTER WATER USAGE ADJUSTMENT FOR WATER AND SEWER BILLINGS

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

WHEREAS, the Village Board of Trustees previously authorized a temporary adjustment to water usage charges to provide relief to residents who complied with the advisory, and

WHEREAS, ground frost conditions remain severe and the Winter Water Advisory must remain in effect for a longer period of time in order to prevent service line freezes, and

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

WHEREAS, the Village Board of Trustees wishes to extend the temporary adjustment to water usage charges to account for the continued advisory period.

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

BE IT FURTHER RESOLVED, that this adjustment shall remain in effect for the duration of the Winter Water Advisory until such advisory is lifted or modified by further action of the Village Board.

Business of the Village Board
Village of Saranac Lake

BILL #47-2026

SUBJECT: Pisgah Pumphouse

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/5/2026

Resolution to approve proposal for installation of new pumphouse at Mount Pisgah

MOVED BY: White SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS	yes
TRUSTEE BRUNETTE	yes
TRUSTEE RYAN	yes
TRUSTEE SCOLLIN	yes
TRUSTEE WHITE	yes

RESOLUTION TO APPROVE PROPOSAL FOR INSTALLATION OF A NEW PUMPHOUSE STEEL FOUNDATION FOR THE SNOWMAKING SYSTEM AT MOUNT PISGAH

WHEREAS, the Village of Saranac Lake is committed to providing park and recreational opportunities for residents and visitors of the Village, and

WHEREAS, construction of the pumphouse is vital to the continued operation of the mountain, and

WHEREAS, Adirondack Lakes Marine Contracting has submitted a quote to the Village for the installation of a steel foundation for the new pumphouse at Mount Pisgah, and

WHEREAS, a down payment in the amount of $8,900 is required for caissons, I-beams, and other necessary materials in order to schedule the work for the upcoming 2026 summer construction season, and

WHEREAS, additional funding is required because the department's current budget is insufficient to cover the cost of the down payment, and

WHEREAS, the Village sidewalk network study conducted by North Woods Engineering PLLC was completed under budget in the amount of $15,000.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby authorizes the down payment required by Adirondack Lakes Marine Contracting.

BE IT FURTHER RESOLVED, that the Village Board of Trustees hereby authorizes the Village Treasurer to make a budget transfer in the amount of $8,900 from Sidewalk Services (001-5410-0400) to the Mt. Pisgah Supplies account (001-7260-0401).

Business of the Village Board
Village of Saranac Lake

BILL #48-2026

SUBJECT: Digital Recordkeeping Policy

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/3/2026

Resolution to adopt a Digital Recordkeeping Policy

MOVED BY: Ryan SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS	Yes
TRUSTEE BRUNETTE	Yes
TRUSTEE RYAN	Yes
TRUSTEE SCOLLIN	Yes
TRUSTEE WHITE	Yes

RESOLUTION ADOPTING DIGITAL-ONLY RECORDKEEPING POLICY FOR THE VILLAGE OF SARANAC LAKE

WHEREAS, the Village of Saranac Lake has prepared a Draft Policy for Digital Recordkeeping to establish standards for maintaining official records in electronic format in compliance with New York State law and retention requirements, and

WHEREAS, the proposed policy provides procedures for scanning, storage, retention, destruction, access, security, and departmental responsibilities related to electronic records; and WHEREAS, the Village Board of Trustees has reviewed the proposed policy.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby adopts the Draft Procedure/Policy for Digital-Only Recordkeeping as presented.

BE IT FURTHER RESOLVED, that all Village departments, boards, and officers shall comply with the adopted policy.

BE IT FURTHER RESOLVED, that the Village Clerk, as Records Management Officer, is authorized to implement and oversee compliance with this policy in accordance with the New York State Archives Retention Schedule (LGS-1) and applicable law.

BE IT FURTHER RESOLVED, that this policy shall take effect immediately upon adoption.

Village of Saranac Lake

Draft Procedure/Policy for Digital-Only Recordkeeping

1. Purpose

This procedure establishes the Village's process for maintaining official records in electronic format without paper copies, while ensuring compliance with New York State record retention, public access, and legal admissibility requirements.

2. Legal Authority (New York State)

The Village may maintain records electronically pursuant to:

- Arts and Cultural Affairs Law §57.25 – Authorizes local governments to reproduce records electronically and dispose of originals after proper reproduction.
- 8 NYCRR Part 185 – NYS Archives regulations governing records management.
- NYS Archives Retention Schedule (LGS-1) – Establishes mandatory retention periods regardless of format.
- State Technology Law §208 – Requires safeguards for electronic data.
- Public Officers Law (FOIL) – Requires access to records in the format maintained by the Village.
- Rules of Evidence / CPLR – Recognize properly maintained electronic records as legally admissible.

3. Scope

This procedure applies to all Village departments, boards, and officers, including but not limited to:

Clerk's Office
Treasurer
Code Enforcement
Community Development Department
Police, Fire, DPW
Boards and Committees

4. Records Eligible for Digital-Only Storage

The Village may maintain digital records as the official record if:

- The record is scanned or created electronically in a complete, accurate, and legible manner
- The digital version captures all information contained in the original

- The record is stored in a secure, searchable, and retrievable system
- The retention period under LGS-1 is met.

Note: Records required by law to be retained in original form (e.g., certain court records, historical artifacts, or documents with intrinsic value) must continue to be preserved physically unless otherwise authorized by the NYS Archives.

5. Scanning and Conversion Standards

When converting paper records to digital format, the Village shall:

- Scan at a resolution sufficient for readability and reproduction
- Save files in non-proprietary or widely accepted formats (PDF/A preferred)
- Verify scans for completeness and accuracy before destruction of paper
- Apply consistent file naming and indexing conventions
- Maintain metadata sufficient to identify record type, date, and department.

6. Destruction of Paper Originals

Paper originals may be destroyed only after:

1. Successful scanning and verification;
2. Confirmation that the record is not required to be retained in original form;
3. Confirmation that the record has met minimum retention requirements;
4. Destruction is documented in accordance with NYS Archives guidance.
   **Destruction shall be performed in a secure manner (e.g., shredding).

7. Record Retention and Disposition

- All records, regardless of format, shall be retained in accordance with LGS-1.
- Retention periods begin from the date defined in LGS-1, not the scan date.
- No record shall be deleted or destroyed prior to the expiration of its retention period.
- A records disposition log shall be maintained.

8. Access, FOIL, and Legal Holds

- Digital records are subject to FOIL in the same manner as paper records.
- Records shall be retrievable in a reasonable time and in the format maintained.
- Records subject to litigation, audit, or FOIL requests must not be altered or deleted, regardless of retention schedules (legal hold).

9. Security and Data Protection

The Village shall implement safeguards to protect electronic records, including:

- User access controls
- Regular backups (on-site and/or cloud-based)
- Protection against unauthorized alteration or deletion
- Disaster recovery procedures
- Compliance with State Technology Law §208.

10. Roles and Responsibilities

- Village Clerk / Records Management Officer: Oversight of compliance with LGS-1 and NYS Archives guidance.
- Department Heads: Proper creation, indexing, and maintenance of digital records.
- Village Board: Adoption of policy and authorization of digital-only recordkeeping.

11. Policy Adoption

This procedure shall be adopted by resolution of the Village Board of Trustees and reviewed periodically to ensure continued compliance with New York State law and guidance.

Business of the Village Board
Village of Saranac Lake

BILL #49-2026

SUBJECT: Pisgah Party

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/3/2026

Resolution to allow sale of alcohol for 2026 Party at Pisgah

MOVED BY: White SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS	yes
TRUSTEE BRUNETTE	yes
TRUSTEE RYAN	yes
TRUSTEE SCOLLIN	yes
TRUSTEE WHITE	yes

RESOLUTION TO APPROVE THE SALE OF ALCOHOL FOR THE "PARTY AT PISGAH" EVENT ON MARCH 13, 2026

WHEREAS, the Village of Saranac Lake Village Manager is requesting the use of Mount Pisgah and permission of the sale of alcohol for the "Party at Pisgah" event on March 13, 2026, and,

WHEREAS, the Village will partner with local vendors for food and beverage during the "Party at Pisgah," and,

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

WHEREAS, special event permits from the NYS Liquor Authority and Department of Health will be obtained by vendors and a copy of said permits will be placed on file with the Village.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees authorizes the sale of alcohol at the 2026 "Party at Pisgah" event.

Event Name: "Party at Pisgah"

Date: March 13, 2026

Time: 3:00-8:00

Description: A community ski/snowboard/tubbing area joyful event, celebrating the current snow season. For the folks that currently do not have a Pisgah season pass, night Skiing is offered for $5 only, for the whole day.

Purpose:

The event will take place at Mt. Pisgah, on the Village property. Pisgah Recreational Center (the lodge) will be open during the normal business hours of the mountain (3:00 PM – 8:00 PM), on Friday, March 13, 2026. The purpose of the event is to promote Mt. Pisgah's winter activities for the rest of the snow season and maximize the revenue while the guests (locals, neighbors, visitors) enjoy night skiing, music, food & beverages in a safe and joyful environment. All the Village generated income at the event will be used to cover the cost of operating and maintaining the mountain infrastructure. Additionally, the volunteer group, Friends of Mt. Pisgah (FOMP) will have an opportunity to promote the continuing FOMP-organized "Make it Snow!" fundraising campaign (https://www.fompsl.org/donate).

Business of the Village Board
Village of Saranac Lake

BILL #50-2026

SUBJECT: Discounted Ski Pass

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/3/2026

Resolution to authorize Village Manager to offer discounted ski pass tickets for Party at Pisgah

MOVED BY: White SECONDED BY: Ryan

VOTE ON ROLL CALL:

MAYOR WILLIAMS	yes
TRUSTEE BRUNETTE	yes
TRUSTEE RYAN	yes
TRUSTEE SCOLLIN	yes
TRUSTEE WHITE	yes

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO OFFER DISCOUNTED SKI TICKET RATES ON MARCH 13, 2026

WHEREAS, the Village Manager is requesting the discounted ski pass ticket rates for the March 13, 2026 "Party at Pisgah," and,

WHEREAS, the "Party at Pisgah" event will help promote all winter activities that take place at Mount Pisgah, and,

WHEREAS, the discounted rate of $5.00 day pass would be available from 3:00PM-8:00 PM, and.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees authorizes the discounted ski pass rate for the "Party at Pisgah" event.

Business of the Village Board
Village of Saranac Lake

BILL #51-2026

SUBJECT: Budget Transfers

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/5/2026

Resolution to authorize transfer of funds from General Contingency Accounts

MOVED BY: White SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS Yes

TRUSTEE BRUNETTE Yes

TRUSTEE RYAN Yes

TRUSTEE SCOLLIN Yes

TRUSTEE WHITE Yes

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM GENERAL CONTINGENCY ACCOUNTS

WHEREAS, the Village of Saranac Lake has the responsibility to pay for its routine financial obligations, and,

WHEREAS, the Village has budgeted contingency funds in planning for unanticipated expenditures, and,

WHEREAS, these required adjustments may be satisfied through contingency appropriations, and

WHEREAS, the Village must make such expenditures through a relevant and appropriate account.

THEREFORE, BE IT RESOLVED, The Village Treasurer is hereby authorized to transfer $1,526.41 from General Fund Contingency.

BE IT FURTHER RESOLVED, that such a transfer will be used to satisfy the Village's obligations in a timely fashion regarding expenses already incurred.

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTMENT AMOUNT	TAKING FROM
001-3120-0400-0000	POLICE SERVICES	$1,407.02	CONTINGENCY
001-7260-0409-0000	MT PISGAH VEHICLE GAS	$119.39	CONTINGENCY

SUMMARY				
AMOUNT	FROM ACCOUNT	DESCRIPTION	TO ACCOUNT	DESCRIPTION
$1,526.41	001-1990-0400-0000	GENERAL CONTINGENCY	*REFER TO ABOVE INFORMATION*	

Business of the Village Board
Village of Saranac Lake

BILL #52-2026

SUBJECT: BST Engagement Letter

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/5/2026

Resolution to authorize additional audit services with BST

MOVED BY: White SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS	yes
TRUSTEE BRUNETTE	yes
TRUSTEE RYAN	yes
TRUSTEE SCOLLIN	yes
TRUSTEE WHITE	yes

RESOLUTION AUTHORIZING ADDITIONAL AUDIT ADVISORY SERVICES WITH BST

WHEREAS, BST completed and issued a deliverable report to the Village dated January 29, 2026, which included recommendations relating to accounting practices, operations, internal controls, and financial reporting, and

WHEREAS, the Villag Board has requested additional assistance from BST to assist with the implementation of the recommendations identified in the report, and

WHEREAS, BST has submitted an amendment to their original proposal October 22, 2025, estimating that the cost of providing such additional services will range from $5,000 to $7,500.

WHEREAS, the Village Board of Trustees finds that the additional advisory services will assist the Village in strengthening financial controls and implementing the recommendations provided in the audit advisory report.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby authorizes the Village Manager to execute the amendment to the proposal with BST for additional audit advisory services as outlined in the March 3, 2026 engagement amendment.

BE IT FURTHER RESOLVED, that the Village Board authorizes funding for said services in an amount not to exceed $7,500, to be paid at the hourly rates established in the original proposal.

BE IT FURTHER RESOLVED, the Village Board authorizes the Village Treasurer to make a make budget adjustment of up to $7,500 from Auditing Services 001-1320-0400.

March 3, 2026

Mayor and Village Trustees
Village of Saranac Lake
39 Main St #9
Saranac Lake, NY, 12983

Dear Mayor and Trustees:

BST & Co. CPAs, LLP (BST, our, us, we) is pleased to submit amendment to our proposal dated October 22, 2025. BST was engaged to provide audit advisory services and rendered a deliverable dated January 29, 2026. Appendix C of our report contained 10 recommendations covering accounting, operations, internal controls and financial reporting. In follow-up to these recommendations, the Village is requesting our assistance to implement resolutions.

Based on our review of the recommendations, and discussion with Village staff we estimate our investment in assisting the Village will range from $5,000 to $7,500. We agree to provide these services at the standard hourly rates contained in our original proposal. All other terms and conditions shall remain the same.

Please sign and date a copy of this amendment and return it to us. The signed proposal and this amendment shall serve as our agreement.

Very truly yours,

BST & Co. CPAs, LLP

Brendan K. Kennedy

Brendan K. Kennedy, Partner

CONFIRMED ON BEHALF OF VILLAGE OF SARANAC LAKE:

_____ _____

Bachana Tsiklauri, Village Manager Date

Business of the Village Board
Village of Saranac Lake

BILL #53-2026

SUBJECT: ALPR Cameras

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Trustee Brunette

DATE SUBMITTED: 3/5/2026

MOVED BY: White SECONDED BY: Ryan

VOTE ON ROLL CALL: to Amend

MAYOR WILLIAMS	NO
TRUSTEE BRUNETTE	yes
TRUSTEE RYAN	yes
TRUSTEE SCOLLIN	yes
TRUSTEE WHITE	yes

RESOLUTION FOR AUTOMATED LICENSE PLATE READER AND PUBLIC-SAFETY CAMERA TECHNOLOGY

WHEREAS, the Village of Saranac Lake is committed to supporting its Police Department with modern tools that enhance public safety and assist in locating missing persons, investigating crime, and protecting the community; and

WHEREAS, the use of automated license plate reader (ALPR) systems and other networked public-safety camera technologies raises important considerations related to privacy, data governance, records retention, cybersecurity, and public transparency; and

WHEREAS, such technologies create Village records and data that must be managed in compliance with applicable law, including the New York State Archives LGS-1 Records Retention and Disposition Schedule; and

WHEREAS, the Village Board of Trustees is responsible for establishing policies governing Village infrastructure, data management, and long-term financial commitments;

NOW, THEREFORE, BE IT RESOLVED, that no Village-controlled automated license plate reader or networked public-safety camera system shall be activated or operated until the Village Board of Trustees has reviewed and adopted policies governing its use.

BE IT FURTHER RESOLVED, that any contracts or agreements related to the purchase, management, or operation of such technology shall be executed by the Village Manager only after authorization by the Village Board of Trustees.

Be it further resolved, that the village board directs the village manager, and village attorney if necessary, to immediately terminate the contract with Flock Group Inc

Be it further resolved, that the village shall not enter into any future agreements with Flock Group Inc

Be it further resolved, that the village board directs staff to provide a full report detailing the procurement process used, the timeline of decisions and the individuals who authorized the execution of the agreement.

Business of the Village Board
Village of Saranac Lake

BILL #54-2026

SUBJECT: STR Permits

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/5/2026

Approve Development Board Recommendations for new 2026 Short-term Rental Permits

MOVED BY: Ryan SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS	Yes
TRUSTEE BRUNETTE	Yes
TRUSTEE RYAN	Yes
TRUSTEE SCOLLIN	Yes
TRUSTEE WHITE	Yes

RESOLUTION TO AUTHORIZE THE DEVELOPMENT BOARD TO ISSUE UP TO (3) UN-HOSTED AND (7) HOSTED, NEW STR PERMITS IN 2026

WHEREAS, the Village approved an STR Law in 2023; and

WHEREAS, the Village STR Law states that the Village Board will determine the permit caps each year; and

WHEREAS, the Village Board asked the Development Board to recommend how many un-hosted and hosted new STR permits should be available in 2026; and

WHEREAS, the Development Board recommended the availability of up to (3) un-hosted permits and (7) hosted, new permits in 2026; and

THEREFORE BE IT RESOLVED, the Village Board of Saranac Lake, authorizes the Village of Saranac Lake Development Board to issue up to (3) un-hosted and (7) hosted, new permits in 2026.

Business of the Village Board
Village of Saranac Lake

BILL #55-2026

SUBJECT: Ski Area Manager

FOR AGENDA: 3/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 3/5/2026

Resolution to provisionally hire Rich Hewitt as Ski Area Manager

MOVED BY: Ryan SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS	yes
TRUSTEE BRUNETTE	yes
TRUSTEE RYAN	yes
TRUSTEE SCOLLIN	yes
TRUSTEE WHITE	yes

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO HIRE RICH HEWITT TO THE POSITION OF SKI AREA MANAGER WITHIN THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Village Ski Area Manager position will become vacant after March 13, 2026, and,

WHEREAS, the Village of Saranac Lake is committed to maintaining a full staff, and,

WHEREAS, the hire will be provisional to approval by Franklin County Civil Service, and,

WHEREAS, the position is a member of the Teamsters Union and begins with all of the benefits of a starting union member.

THEREFORE, NOW IT RESOLVED, authorization is given to the Village Manager to hire Rich Hewitt as Ski Area Manager.