



**NYAOT**  
Celebrating America's 250<sup>th</sup> Birthday

# 26th Town Finance & Personnel Schools



**WHEN:** April 27th - 28th, 2026  
Hotel Canandaigua, 205 Lakeshore Drive, Canandaigua, NY 14424  
and

May 6th - 7th, 2026  
Marriott Albany, 189 Wolf Road, Albany, NY 12205-1100

## **WHAT'S INCLUDED:**

Registration begins at 7:30 a.m. on the first day of each session. A breakfast buffet will be available between 7:30 and 8:30 a.m. both days. Registration also includes lunch both days, as well as a networking reception at the conclusion of Day One, generously hosted by the Comp Alliance and NYMIR.

## **REGISTRATION INFORMATION:**

There is a school fee of \$250 per member and \$300 per non-member, which is payable in advance of the program. Please complete the registration form and return with payment to the address indicated on the next page. Registration will also be available on-site at a fee of \$300 for members and \$350 for non-members.

## **CONFERENCE INFORMATION:**

Join us for two full days of dynamic programming featuring two concurrent tracks - Finance and Personnel. Attendees have flexibility to move between tracks and customize their experience, selecting the sessions that best meet their interests and professional needs. You're not limited to a single track - build the agenda that works best for you!

DID YOU KNOW? As a town officer, you are not required to pay tax on the room. Tax-exempt certificates should be carried with you for check-in. We will have extras available.

FOR FURTHER INFORMATION: Please contact Emily Kurtzner, Conference, Events and Education Manager, Association of Towns, at (518) 465-7933 or via email at [ekurtzner@nytowns.org](mailto:ekurtzner@nytowns.org).

**Checks made payable to Association of Towns. Please mail completed forms, one per registrant, with full payment to: Association of Towns, Attn: Emily Kurtzner, Conference, Events and Education Manager  
150 State St., Albany, NY 12207**

FOR INTERNAL USE ONLY

CHK # \_\_\_\_\_

ORDER # \_\_\_\_\_

*Association of Towns Educational Series  
Registration Form*

**TRAINING & CERTIFICATION**  
***2026 Finance & Personnel Training School***

NAME \_\_\_\_\_

TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

TOWN/COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

SELECT LOCATION ☐ Albany Marriott ☐ Hotel Canandaigua

EMAIL ADDRESS \_\_\_\_\_

PLEASE LIST ANY DIETARY RESTRICTIONS AND/OR FOOD ALLERGIES

Hotel Reservations: A block of rooms has been reserved at both locations.

- Hotel Canandaigua \$189 Standard Room (800)-445-8667

Click on the hotel name above to book a room at our group's preferred rate or call the reservation number listed and share the 3- Digit Code.

Code: 921

- Marriott Albany \$117 Standard Room (800)-443-8952

Click here to book your group rate for NY Association of Towns: Finance & Personnel School  
May 2026

| <b>Dates</b>        | <b>Location</b>                                                       | <b>Member Rates*</b> | <b>Select (X)</b> | <b>Non-Member Rates*</b> | <b>Select (X)</b> | <b>Room Rates</b> | <b>Last Day to Book Hotel Room</b> |
|---------------------|-----------------------------------------------------------------------|----------------------|-------------------|--------------------------|-------------------|-------------------|------------------------------------|
| April 27 - 28, 2026 | Hotel Canandaigua<br>205 Lakeshore Drive,<br>Canandaigua, NY<br>14424 | \$250                |                   | \$300                    |                   | \$189/night       | April 2nd, 2026                    |
|                     |                                                                       |                      |                   |                          |                   |                   |                                    |
| May 6 - 7, 2026     | Marriott Albany, 189<br>Wolf Road, Albany,<br>NY 12205-1100           | \$250                |                   | \$300                    |                   | \$117/night       | April 21, 2026                     |
|                     |                                                                       |                      |                   |                          |                   |                   |                                    |

\*For refunds, less a \$10 processing fee, notice of cancellation must be received 10 days prior to day of event - NO REFUNDS after that date.

**For questions, please email Emily Kurtzner at [ekurtzner@nytowns.org](mailto:ekurtzner@nytowns.org) or call (518)465-7933.**

8 April 2026

Jordanna Mallach  
Harrietstown Supervisor  
39 Main Street  
Saranac Lake, NY 12983

via email ([jmallach@harrietstown.gov](mailto:jmallach@harrietstown.gov))

Re: Engagement for Professional Services

Dear Jordanna:

Hope you are well. As a follow-up to our recent conversations, I understand that Harrietstown would like to retain the services of JToy Solutions, LLC ("JTS") to conduct a confidential "pulse check" with employees in several departments of the town. This letter and the enclosed Agreement for Professional Services ("Agreement") outline the terms and conditions of our engagement.

The purpose of the engagement will be to conduct a confidential "pulse check" with employees at the airport, in the highway department, and at town hall, regarding workplace environment and interactions with leadership. John Toy, Founder of JTS, will engage with individuals from each department to conduct the review. It is envisioned that the pulse check will take place in person over a two-day period, with any necessary follow-up via video call. John Toy can commence the review in the coming weeks as soon as logistics are settled.

To highlight some key provisions of the Agreement, JTS will:

- Plan and prepare for an independent "pulse check" with employees at the airport, in the highway department, and at town hall, regarding the workplace environment and interactions with leadership.
- The format of the pulse check will be confidential 1:1 discussions with interviewees to obtain thoughts regarding "Plus", "Minus" and "Even Better If" about the work environment and in interactions with leadership, with recommendations as appropriate.
- Meet with you and/or whomever you deem appropriate to review confidential findings and recommendations as appropriate.

The fee for services detailed in the Agreement include a rate of \$300 per hour for work performed under the Agreement, \$100 per hour for travel, and reimbursement for reasonably necessary expenses for the completion of the pulse check.

Notably, the Agreement makes clear that while John Toy is an attorney, duly licensed to practice in the state of New York, he is not providing legal services to Harrietstown through this engagement. John is acting as an independent contractor for the purpose of “pulse check” and making recommendations as appropriate.

If you are amenable to the above and the enclosed, please review, sign and return a copy of the Agreement to indicate your acceptance and the iengagement can commence. Of course, please do not hesitate to contact me with any questions or concerns.

Thank you for your for your consideration of JToy Solutions, LLC.

Kind Regards,

A handwritten signature in black ink, appearing to read "John Toy". The signature is fluid and cursive, with the first name "John" and last name "Toy" clearly distinguishable.

John Toy  
Founder/Principal Consultant  
JToy Solutions, LLC

Enclosures:

Agreement for Professional Services  
Investigator Bio

*This proposal is open to acceptance for a period of 15 calendar days.*

## **AGREEMENT FOR PROFESSIONAL SERVICES**

WHEREAS the Town of Harrietstown (hereinafter "Harrietstown") desires to engage John Toy, Esq, of *JToy Solutions, LL/c* (hereinafter "JTS"), to provide the professional services described herein;

WHEREFORE, JTS and Harrietstown mutually agree as follows:

**1.Scope and Nature of Professional Services.** Harrietstown hereby engages JTS to provide the following services to Harrietstown: (A) Plan and prepare for an independent confidential "pulse check" in accordance with Harrietstown's applicable policies, employment agreements, collectively bargained agreements, as well as applicable federal and state laws and regulations; (B) Conduct confidential interviews with identified Harrietstown employees employing such methods and processes JTS, in his impartial judgment, deems appropriate; (C) Provide Harrietstown Supervisor Jordanna Mallach with a confidential verbal review of feedback in the format of "Plus", "Minus" and "Even Better If" based on the confidential contributions of interviewees, with recommendations as appropriate; and (D) Make himself reasonably available to meet with Harrietstown representatives to review the confidential report of findings and recommendations as appropriate.

**2. Compensation and Payment Terms.** Harrietstown agrees to compensate JTS for all professional services provided pursuant to this Agreement at the following rates: \$300 per hour for work performed under this Agreement; \$100 per hour for all travel; and \$500 per hour for appearing at and/or attending administrative or legal proceedings for the purposes of providing testimony if necessary/required. All compensable time will be detailed in invoices (submitted no more frequently than monthly) and billed in increments no shorter than 6 minutes. Harrietstown shall pay all invoices within 30 days of delivery of such invoice.

**3. Reimbursement of Expenses.** Harrietstown agrees to reimburse JTS for the following expenses to the extent they are reasonably necessary for the completion of the services described in paragraph "1" above: coach airfare; hotel accommodations; meals associated with overnight travel; fuel; and tolls.

**4. Termination and Duration of Professional Services.** Either party may terminate this agreement with written notice. If the agreement is terminated, JTS shall be paid for all services performed up to the day after notice if sent to JTS at the following email address: John@jtoysolutions.com. Absent termination, the services described in subparagraphs 1(A) through 1(D) shall be completed within sixty (60) calendar days after the date this Agreement is fully executed. The parties to this Agreement further agree and acknowledge that circumstances may arise which require additional time in which case an email message from one party and an acknowledgment by the other party shall be deemed an amendment to this Agreement.

**5. Nature of the Relationship between the Parties.** Nothing in this Agreement shall be construed as creating an employment relationship between Harrietstown and JTS or John Toy. While John Toy is an attorney, duly licensed to practice in the state of New York, nothing in this Agreement shall be construed as a retainer for legal services or creating an attorney-client relationship between Harrietstown and JTS or John Toy. All professional services provided by JTS under this Agreement shall be in JTS' capacity as an independent contractor of Harrietstown. As an independent contractor, JTS retains the ultimate discretion to determine how, when and where professional services are performed.

**6. Cooperation, Facilitation and Communication.** Throughout the duration of this Agreement, JTS shall reasonably respond (within 72 hours) to all requests for status updates (made via email or text message) by Harrietstown. Throughout the duration of this Agreement, Harrietstown shall provide JTS reasonable access (within 72 hours of all requests) to Harrietstown personnel, Harrietstown email or computer network that are necessary for JTS to perform the professional services described in paragraph "1" above.

**7. Limited Indemnification and Defense Rights.** Harrietstown agrees to indemnify (either directly or through the Harrietstown's insurer) JTS and John Toy for any third-party claims seeking equitable, injunctive or legal relief from JTS or John Toy. Harrietstown further agrees to provide JTS and John Toy an attorney, or reimburse them for legal expenses (either directly or through the Harrietstown's insurer) for all reasonable legal fees incurred by JTS or John Toy as a result of any third-party claims seeking equitable, injunctive or legal relief from JTS or John Toy.

**8. Confidentiality of Harrietstown Information.** JTS acknowledges and agrees that all information received from Harrietstown, including but not limited to witness testimony, personnel records, proprietary information, trade secrets, and other sensitive data, shall be treated as strictly confidential. JTS shall maintain strict confidentiality of all information received from Harrietstown and shall not voluntarily disclose or use such information; authorized in writing by Harrietstown; or compelled by legal process or compelled by legal process (in which case JTS will provide advance notice to Harrietstown before responding to any such legal process).

**9. Amendments.** The terms of this Agreement can only be amended or modified by a writing (including electronic communications that include electronic signatures) signed by both parties or an addendum attached to this Agreement before this Agreement is fully executed.

**10. Dispute Resolution, Venue and Choice of Law.** In the event that either party to this Agreement contends the other party has breached a material term of this Agreement, such party shall provide written notice to such party thirty (30) days before commencing any action during which period the accused party may cure any alleged breach. Any action alleging a violation of the terms of this Agreement shall be venued in Supreme Court, Schenectady County, New York and the prevailing party shall be entitled to recover reasonable attorneys' fees as against the party in breach of this Agreement. Any action alleging a violation of the terms of this Agreement shall be governed by New York Law.

Accepted and Agreed:

\_\_\_\_\_  
Jordanna Mallch

Town Supervisor  
Harrietstown

Date: \_\_\_\_\_

\_\_\_\_\_  
John J. Toy

Founder and Principal Consultant  
JToy Solutions, LLC

Date: \_\_\_\_\_

# JToy Solutions



John Toy is a recognized leader in Ethics & Compliance, Workplace Investigations, and Human Resource Innovation. He brings 30 years' experience in global private and public corporations, engaging employees across all levels to foster an ethical culture and drive business results. He continues this work as a corporate consultant and founder of [JToy Solutions](#).

At international semi-conductor manufacturer GlobalFoundries (GF), John designed, implemented, and managed the *first-ever* global Ethics & Compliance function. This included leading cross-functional representatives across eight locations in five countries, implementing a global whistleblower helpline, and building and deploying annual, leader-driven training. John has investigated, managed and resolved hundreds of ethics, whistleblower, harassment, and related complaints.

John also designed, implemented, and managed GF's first-ever US Employee Relations Function. John created and deployed US human resource policies, led employee engagement and conflict resolution efforts, and was a key member of the global HR leadership team. During his tenure with GF, John assumed leadership of the global Talent Acquisition and global Learning and Organizational Development teams, transforming underperforming units.

Before joining GF, John held key roles at Boston Scientific Corporation (BSC). While directing the HR function for an 800-employee operations facility, John was tapped to lead a transformation of the medical device maker's HR global service delivery model. He also established BSC's *first-ever* HR Service Excellence function.

John began his career in private legal practice, focused on labor and employment matters. His work included workplace investigations, collective bargaining, and arbitration hearings. He appeared before state and federal courts, as well as the New York Division of Human Rights and the National Labor Relations Board.

Today, John has been engaged to conduct investigations of sensitive claims, conduct employee relations assessments, provide human resource consulting, and educate and train leaders regarding ethics and leadership. He balances a busy consultancy with adjunct professor roles at University at Albany's Massry School of Business MBA program (Leadership and Management, Human Resources) and Albany Law School's graduate studies program (Employment Law, Workplace Ethics and Compliance), where he was recognized with the 2023 *Distinguished Professor Practitioner Award*.

John is also active as a guest speaker, lecturing at MIT Sloan School of Management, Rensselaer Polytechnic Institute, and Binghamton University. He has presented at several venues, including the nationally recognized Conference Board in New York City, the NYS Society of Human Resources Conference, and the Capital Region Human Resource Association Leadership program.

### **Awards**

[Albany Law School Distinguished Professor Practitioner Award \(2023\)](#)

Mubadala Compliance Award (GlobalFoundries)

Leading the Change Award (Boston Scientific)

### **Profiled**

[Blending Law, Leadership, and Practical Learning in HR Education \(2025\)](#), Albany Law School Graduate Studies Program

### **Ethics Podcast**

[LRN Principled Podcast: “How to Make your International Ethics Program Resonate Locally” \(2023\)](#)

### **Certifications**

[Certified Leadership Professional in Ethics and Compliance \(LPEC\) through Ethics & Compliance Initiative \(ECI\)](#)

### **GF ESG Recognition Under John’s Leadership**

[Newsweek’s “America’s Most Responsible Companies 2023”](#)

[Morningstar Sustainalytics with a “Low Risk” rating](#)

### **Education**

Albany Law School of Union University, J.D., Cum Laude

Binghamton University, B.A. Industrial & Labor Relations, Honors Graduate



Rotary Club of Saranac Lake  
P. O. Box 628  
Saranac Lake, New York 12983

26 March 2026

Jordanna Mallach, Supervisor  
Town of Harrietstown  
30 Main Street  
Saranac Lake, NY 12983

Dear Jordanna and Members of the Town Council:

The Rotary Club sends our profound thanks to the Town of Harrietstown for again providing such a wonderful venue for the annual Winter Carnival Rotary Show. We are so appreciative of your loyal support and we just couldn't hold the show without the help of the wonderful staff, who always go above and beyond. It was a smooth running show.

As you know, this is the primary fund raiser for the club's community charities, and this year's show was a full house. Over \$10,000 will be returned to the community of Saranac Lake.

Thanks again – we wish you all a great year!

Sincerely,

A handwritten signature in blue ink, appearing to read "John Banta".

John Banta  
Aurora Pfaff  
Co-chairs Rotary Winter Carnival Show  
Rotary Club of Saranac Lake



April 2, 2026

Jordanna Mallach  
Town Supervisor  
Town of Harrietstown, NY  
39 Main Street  
Saranac Lake, NY 12983

Re: Town of Harrietstown Closed Landfill – 2026 Annual Monitoring and Reporting Services Proposal

File: P708.7706

Dear Jordanna Mallach:

Barton & Loguidice Environmental Engineering & Geology, P.L.L.C. (B&L), is pleased to present this proposal for the 2026 post closure monitoring at the Town of Harrietstown Closed Landfill. This proposal is based on providing services to maintain compliance with the New York Department of Environmental Conservation (NYSDEC) approved Post-Closure Monitoring and Maintenance Manual. For the Town's consideration, this proposal presents costs associated with the 2026 annual monitoring and reporting services.

In accordance with the Post-Closure Monitoring and Maintenance Manual, B&L will perform the required post-closure monitoring and site inspection services at the closed landfill. B&L will perform site environmental monitoring which includes explosive gas monitoring, groundwater and residential drinking water well sampling, and inspections of the landfill capping system on an annual basis. B&L will submit collected samples to an ELAP (Environmental Laboratory Accreditation Program) certified laboratory for analysis. Following the return and receipt of the analyzed data, B&L will then prepare and submit the required annual monitoring report to NYSDEC in accordance with the approved post-closure monitoring plan and Part 360 Regulations.

A detailed scope of services to be performed is summarized below:



## **Scope of Services**

### *Site Monitoring and Analytical Services*

B&L staff will conduct the annual monitoring event in October 2026. Representatives from B&L will be responsible for well purging, field parameter testing, field filtration if required, representative sample collection, and delivery of samples to the contract laboratory.

Prior to collection of field water quality data, each field instrumentation device will be calibrated. Field instrumentation will then be used to collect water quality data for sample pH, temperature, specific conductance, ORP/Eh, and turbidity. Field instrumentation will be properly decontaminated prior to and after all samples are collected to prevent cross-contamination.

All field monitoring activities will be recorded on field data sheets. Clean nitrile sample gloves will be worn and disposed of between each monitoring location. A static water level reading will be collected to the nearest 0.01 foot and recorded. Based on the static water level (SWL) reading and depth of the well(s), the volume of water present in the well will be calculated. If available, three well volumes of groundwater will be removed to confirm representative groundwater recovery from the geologic formation during sampling activities.

Monitoring wells P-1, MW-2, and MW-3 will be purged and sampled with disposable bailers. The residential monitoring location (Donaldson) will be collected from the outside spigot. The spigots will be opened for a minimum of five minutes to allow stagnant water to flush from the plumbing system allowing sample collection of representative groundwater.

Sample bottles will be filled in the order of the volatilization sensitivity of the parameters. Upon completion of the monitoring event, a total of 3 monitoring well locations, one residential monitoring location, and one Quality Assurance/Quality Control (QA/QC) sample consisting of one blind duplicate will be submitted for analysis of 6 NYCRR Part 360 Baseline parameters (1988). One field blank sample will be submitted for analysis of volatile organic compounds (VOCs). Water quality samples will be submitted to ALS Environmental, an ELAP accredited laboratory.

For groundwater samples collected from the Site monitoring wells that demonstrates a turbidity value greater than 50 NTU's, a dissolved metals sample will be collected. Dissolved metal samples will be filtered in the field through a 0.45-micron membrane filter prior to acid preservation. The 0.45-micron membrane filter will be disposed of after each use and will not be re-used. For purposes of our cost estimate, we have assumed three dissolved metal samples will be collected during each annual monitoring event.



B&L staff will perform the capping system inspection during the annual monitoring event to identify any problems that may have developed. B&L will perform explosive gas monitoring around the former landfill perimeter in accordance with Part 360-2.15 (a)(2) during the annual monitoring event.

### *Environmental Monitoring Report*

B&L will provide an environmental monitoring report within 90 days of the site monitoring activities and submit the report to both the Town of Harrietstown and NYSDEC. The environmental monitoring report will include all documentation generated from the monitoring event, including field data sheets, calibrations records, and laboratory analytical reports. B&L will evaluate the current water quality data by comparing the current data to available historical water quality data and applicable water quality standards. Tables will be generated that show exceedances of 6 New York Codes, Rules, and Regulations (NYCRR) Part 703 groundwater quality standards. Groundwater contour and flow direction maps for the groundwater aquifer will be generated based on the most recent round of static water level readings and included within the environmental monitoring report.

### **Fee Estimate**

B&L proposes to provide these services for a lump sum fee of **\$9,950.00**. Below we have provided a cost breakdown for the various tasks outlined in the proposal.

#### Site Monitoring, Reporting, and Analytical Service

|                                                |                 |
|------------------------------------------------|-----------------|
| 2026 Annual Baseline Field Monitoring Services | \$ 3,000        |
| 2026 Annual Baseline Analytical Fees           | \$ 3,450        |
| 2026 Annual Environmental Monitoring Report    | <u>\$ 3,500</u> |
| <b>Total</b>                                   | <b>\$ 9,950</b> |

Invoicing will be in accordance with our Standard Billing Rates in effect when the work is performed. Although not anticipated, should the need arise for any additional environmental services beyond the current scope of work defined in this agreement, a separate fee estimate would be prepared for your review and approval prior to the services being performed.

If this proposal is acceptable to the Town of Harrietstown, please authorize the proposal below and return one original signed copy of this letter agreement to us. This will serve as our formal notice to proceed with the required work in 2026. If you have any questions regarding this proposal or any of the post-closure monitoring requirements, please do not hesitate to contact me at (518) 300-0770.

Jordanna Mallach  
Town of Harrietstown  
April 2, 2026  
Page 4



We look forward to assisting the Town of Harrietstown with Environmental Engineering Services related to the closed landfill facility.

Sincerely,

BARTON & LOGUIDICE ENVIRONMENTAL ENGINEERING & GEOLOGY, P.L.L.C.

Bryce D. Dingman, P.G.  
Senior Associate

Brittany A. Gallo  
Senior Staff Hydrogeologist

BDD/BAG/SCD

Attachment

#### **Authorization**

Barton & Loguidice Environmental Engineering & Geology, P.L.L.C. is hereby authorized by the Town of Harrietstown ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

---

Jordanna Mallach  
Town of Harrietstown

---

Date

**Attachment A**  
**Standard Terms and Conditions**

**STANDARD TERMS AND CONDITIONS**  
**for**  
**PROFESSIONAL CONSULTANT SERVICES**  
**provided by**  
**BARTON & LOGUIDICE, ENVIRONMENTAL**  
**ENGINEERING & GEOLOGY, P.L.L.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

**1.0 Basic Agreement**

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

**2.0 General Considerations**

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

**3.0 Payment for Services**

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

**4.0 Additional Services**

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

**5.0 Dispute Resolution**

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**6.0 Accrual of Claims**

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

**7.0 Controlling Law**

This Agreement is to be governed by the law of the state in which the project is located.

**8.0 Successors, Assigns, and Beneficiaries**

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

**9.0 Termination**

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**10.0 Total Agreement/Severability**

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

**DRAFT**  
**Town of Harrietstown**  
**Procurement Policy**  
**Adopted ####/##/##**

**1. Purpose.**

In accordance with § 104-b of the General Municipal Law (GML), the Town of Harrietstown adopts this procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid pursuant to GML § 103. The goal of this policy is to assure the prudent and economical use of public funds in the best interests of the taxpayers of the Town, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances and to guard against favoritism, improvidence, extravagance, fraud and corruption. In addition, pursuant to General Municipal Law §103 and subject to the adoption of Local Law No. \_\_ of 2025, the Town of Harrietstown may award purchase contracts, including contracts for services, on the basis of best value as defined in State Finance Law §163.

**2. Review of purchases; documentation of purchases not subject to competitive bidding.**

A. Every purchase to be made must be initially reviewed to determine (1) whether it is a purchase contract or a public works contract and (2) the probable cost of such purchase. A good-faith effort will be made to determine whether the reasonably expected aggregate of all purchases of the same commodities, services or technology to be made in the 12 months following an initial purchase will exceed the monetary thresholds for such contracts. The following items are not subject to competitive bidding pursuant to GML § 103:

1. Purchase of goods and services in accordance with the monetary thresholds set forth in GML Section 103, as may be amended from time to time;
2. Public works contracts in accordance with the monetary thresholds set forth in GML Section 103, as may be amended from time to time;
3. Emergency purchases;
4. Purchases under New York State contracts;
5. Purchases under contracts from other political subdivisions within the United States if such contracts were let in a matter that constituted public bidding or best value procurement where authorized by law and are expressly made available for use by other governmental entities;
6. Surplus and secondhand purchases from another governmental entity.
7. Certain products containing recycled material in accordance with GML § 104-a.
8. Commodities from preferred sources as permitted or required by § 162 of the State Finance Law, including goods and services purchased from agencies for the blind or severely handicapped and goods purchased from correctional institutions;
9. Sole source procurements. Where there is only one vendor capable of providing the required goods, services or construction, and such determination is supported by a written factual justification demonstrating uniqueness and price reasonableness;
10. Professional services;
11. Insurance; and
12. Leases, provided that the transaction is a true lease and not, in substance, a purchase or lease-purchase agreement. .

- B. A decision that a purchase is not subject to competitive bidding must be documented in writing by the purchaser. This documentation may include written quotes from vendors, a memo from the purchaser explaining the decision, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase, or any other appropriate written documentation.

### 3. Purchase methods.

- A. The following methods of purchase will be used when required by this policy in order to assure the prudent and economical use of public monies in the best interests of the taxpayer and to facilitate the acquisition of goods and services of maximum quality at the lowest price:

#### 1. Purchase of Goods and Services:

| <b>Estimated Amount of Contract</b> | <b>Method of Purchase</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Approval by</b>            |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| \$5,000 or less                     | The Department Head shall make purchases that provide the best overall value to the Town by balancing cost, quality, and efficiency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Department Head or Supervisor |
| \$7,500 or less                     | The Supervisor shall make purchases that provide the best overall value to the Town by balancing cost, quality, and efficiency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Town Supervisor               |
| \$7,501 to \$20,000                 | At least three written quotes are recommended and must be submitted as documentation. All purchase orders and contracts must be signed only after Town Board approval, prior to order being made.                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Town Board                    |
| Over \$20,000                       | Subject to publicly advertised competitive bid in conformance with GML Section 103. Bids must be circulated to at least three companies and/or posted in the NYS Contract Reporter. All purchase orders and contracts must be signed by the Supervisor or their designee after Town Board approval, prior to order being made. Where authorized by Local Law No. __ of 2025, contracts subject to GML §103 may be awarded on the basis of best value as defined in State Finance Law §163, rather than solely to the lowest responsible bidder. Best value determinations shall be documented in accordance with the Documentation section of this policy. | Town Board                    |

#### 2. Public Works Contracts:

| <b>Estimated Amount of Contract</b> | <b>Method of Purchase</b> | <b>Approval by</b> |
|-------------------------------------|---------------------------|--------------------|
|-------------------------------------|---------------------------|--------------------|

|                     |                                                                                                                                                                                                                                                                                                                                                                                         |                               |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| \$5,000 or less     | The Department Head shall make purchases that are in the best interest of the Town, considering price, quality, reliability and efficiency.                                                                                                                                                                                                                                             | Department Head or Supervisor |
| \$7,500 or less     | The Supervisor shall make purchases that are in the best interest of the Town, considering price, quality, reliability and efficiency.                                                                                                                                                                                                                                                  | Town Supervisor               |
| \$7,501 to \$35,000 | At least three written quotes are recommended and must be submitted as documentation. All purchase orders and contracts must be signed only after Town Board approval, prior to order being made.                                                                                                                                                                                       | Town Board                    |
| Over \$35,000       | Subject to publicly advertised competitive bid in conformance with GML Section 103. Bids must be circulated to at least three companies and/or advertised in the official newspaper and/or in the NYS Contract Reporter, as required by law. All purchase orders and contracts must be signed by the Supervisor or their designee after Town Board approval, prior to order being made. | Town Board                    |

3. Professional or Technical Services

| <b>Estimated Amount of Contract</b> | <b>Method of Purchase</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Approval by</b>            |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| \$7,500 or less                     | At the discretion of the Department Head or Supervisor in accordance with the selection standards set forth in Section 6.A hereinbelow. Professional service engagements approved at the department level shall be documented in writing and reported periodically to the Town Board. If the anticipated scope or cost materially increases, Town Board approval shall be obtained prior to continuation, unless immediate action is required to protect the Town's legal, operational, or financial interests, in which case the matter shall be reported to the Town Board at its next regular meeting. | Department Head or Supervisor |
| Above \$7,501                       | Selection and retention shall be determined by the Town Board in accordance with Section 6.A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Town Board                    |

- B. In accordance with Article 8 of the New York State Labor Law, prevailing wages shall be paid on all public works contracts involving the employment of laborers, workers, or mechanics. It is the responsibility of the department overseeing the project to ensure compliance with prevailing wage schedules issued by the New York State Department of Labor and to notify contractors of these requirements in all bid and contract documents.

- C. Prior to any purchase of goods or services, the purchaser shall review the current budget line for each item to determine adequate fund availability. Purchases cannot exceed the amount budgeted without prior Town Board approval.
- D. A good-faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotes, the purchaser will document such attempts. In such an event, failure to obtain quotes or proposals shall not be a bar to the procurement.
- E. The lowest responsible proposal or quote shall be awarded the purchase or public works contract, unless a written justification providing reasons why it is in the best interest of the Town and its taxpayers to make the award to other than the lowest bidder.
- F. Purchases of goods and services and public works contracts subject to sealed competitive bids pursuant to GML § 103 shall be prepared, advertised, received and opened using a form and procedure approved by the Town Board.
- G. The Town Board recognizes the unique operational needs of the Adirondack Regional Airport. Notwithstanding the Department Head purchasing limits set forth in Paragraph 3.A., the Airport Manager is authorized to make purchases of aviation fuel in amounts exceeding \$5,000 without Town Board approval, provided the vendor has been selected through a competitive procurement process approved by the Town Board.

#### **4. Documentation required.**

- A. Documentation is required of each action taken in connection with each procurement. Proper documentation should be submitted to the Supervisor or their designee to be preserved and filed with the documentation supporting the subsequent purchase or public works contract.
- B. When a contract subject to competitive bidding is awarded to other than the lowest responsible bidder, documentation is required setting forth the reasons such award furthers the purposes of this policy.
- C. When a contract is awarded on the basis of best value pursuant to Local Law No. \_\_\_ of 2025, the Town shall prepare a written record setting forth the evaluation criteria applied, their relative weights, and the justification for the award.

#### **5. Cooperative Purchasing and Use of "Piggyback" Contracts**

In accordance with General Municipal Law (GML) §§ 103(3) and 104, and County Law § 408-a, the Town of Harrietstown may make purchases of materials, equipment, and supplies through contracts let by other governmental entities when permitted by law. These purchases are exempt from competitive bidding requirements under the following provisions:

- A. County Contracts: County governing boards in New York State may authorize political subdivisions and districts to make purchases under county contracts, provided such contracts are made available for cooperative purchasing and subject to rules adopted by the county (County Law § 408-a). Purchases made through such contracts are exempt from competitive bidding under GML § 103(3).
- B. New York State Office of General Services (OGS): Pursuant to GML § 104 and State Finance Law § 163, the Town may make purchases through contracts administered by the NYS OGS, provided the purchases comply with OGS-established rules. However, purchases through OGS

may not be made if the Town has already solicited bids for the same goods or services unless the OGS price is lower and the terms, conditions, and specifications are equivalent.

C. **Piggyback Contracts:** The Town may also utilize contracts let by the United States government or its agencies, other states, or any other county, political subdivision, or district, provided all of the following criteria are met in accordance with GML § 103:

- a. The contract was let by an eligible governmental entity;
- b. The contract includes language making it available for use by other governmental entities; and
- c. The contract was awarded to the lowest responsible bidder or on the basis of best value, using procedures consistent with GML § 103.

Such cooperative or piggyback contracts shall also be consistent with the Town's Local Law authorizing best value awards.

Each proposed use of a cooperative or piggyback contract must be evaluated on a case-by-case basis to ensure compliance with GML § 103. A due diligence review must be performed and documented. If the contract meets the necessary requirements, a resolution must be presented to the Town Board for approval of the purchase.

## **6. Exemptions to the requirement of competitive bid.**

When competitive bidding is not required pursuant to General Municipal Law § 104-b, and § 38-3 of this policy does not specify a procedure, alternative proposals or quotations for goods and services shall generally be secured by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which fosters competition and is designed to safeguard the interests of the taxpayer. However, the Town Board has determined that the solicitation of alternative proposals or quotations may not be in the best interest of the municipality in the following circumstances, as and to the extent set forth below:

A. Professional services shall be selected on the basis of demonstrated competence, qualifications, experience, accountability, reliability, and compatibility with the Town's needs. The Town Board may, in its discretion, utilize Requests for Proposals (RFPs), Requests for Qualifications (RFQs), or other competitive methods when it determines such solicitation would be beneficial or practicable. Because the scope and total cost of professional services are often not determinable at the time of retention, the Town Board is not required to solicit alternative proposals or quotations where it determines that doing so would not serve the best interests of the Town. The basis for the selection of professional service providers shall be documented in the procurement record, including factors considered and the reason for the selection.

B.

1. In determining whether a service fits into this category, the Board shall take into consideration the following guidelines:

- a. Whether the services are subject to state licensing or testing requirements;
- b. Whether substantial formal education or training is a necessary prerequisite to the performance of the services; and
- c. Whether the services require a personal relationship between the individual and municipal officials.

2. Professional or technical services shall include, but not be limited to, services of an attorney; services of a physician or other licensed health care professional; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or artwork; management of municipally owned property; and computer software or information technology services involving customization, programming, integration, or substantial modification of prepackaged software. The foregoing list is illustrative only. The Town Board shall determine, in its reasonable discretion, whether a service qualifies as professional or technical based upon the skill, training, expertise, judgment, or relationship involved, and such determination shall be documented.
  3. For recurring or on-call maintenance services, not otherwise subject to competitive bidding requirements under GML Section 103, the Town may solicit qualifications from multiple vendors through an RFQ process and maintain a list of approved contractors to be used on a rotating or as-needed basis.
  4. The Town Board may determine, in its discretion, when the use of a Request for Proposals (RFP), Request for Qualifications (RFQ), or other competitive process would be conducive to obtaining the most qualified professional services at a fair and reasonable cost.  
Because the scope, duration, and total compensation associated with professional services are often not determinable at the time of retention, the Town Board is not required to solicit alternative proposals or quotations where it determines that doing so would not be practicable or in the best interests of the Town.  
The basis for selecting a professional service provider shall be documented, including the factors considered in making the selection.
- C. Emergency purchases pursuant to GML § 103, Subdivision 4. In the event of an emergency, goods or services must sometimes be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents and/or public property. An attempt to obtain alternate proposals, quotes or price comparisons should be made if time and circumstances permit. Documentation of the emergency situation and any price comparisons must be submitted to the Supervisor or Designee. All emergency purchases must be reported to the Town Board at the next regular meeting, with supporting documentation describing the nature of the emergency and justification for the purchase.
- D. Purchases of surplus and secondhand goods from the federal government, the State of New York or any other political subdivision, district or public benefit corporation. If alternate proposals were required, the Town would be precluded from purchasing surplus and secondhand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods, and a lower price may indicate an older product. Accordingly, surplus and secondhand goods may be purchased without use of the foregoing procedures.
- E. Leases. Leases are not purchases, and, therefore, a true lease is not subject to General Municipal Law § 103. However, the substance of the agreement will prevail over its form. A transaction cast in terms of a "lease," when the substance of the contract is really a purchase, is a purchase. Lease-purchase arrangements as authorized by General Municipal Law § 109-b must be

competitively bid. An RFP, a comparison of quotes or advertised lease prices or competitive negotiation should be used for true leases when more than one supplier or vendor offers the product to be leased and the Town Board determines that a better price, quality or terms may be obtained through competition.

- F. Sole source. When there is only one source for the required good, service or construction, the accepted price and terms and conditions shall be achieved through negotiation between the Town and the vendor. A written sole source justification shall be prepared demonstrating the uniqueness of the vendor and the reasonableness of the price, and shall be approved by the Supervisor or designee prior to award.
- G. Insurance. An RFP should be used whenever the Town Board determines that the solicitation of proposals will provide the best service to the Town.
- H. Nothing in this section shall limit the Town's authority to utilize best value as an award method for purchase contracts where authorized by Local Law No. \_\_ of 2025.

**7. Purchasing involving some state and federal funds.**

When purchases are made using funds from state or federal sources, including but not limited to grants, aid programs, or disaster recovery funding, the procurement procedures required by the funding agency shall take precedence over this policy if they differ. In such cases, the Town shall comply with the most restrictive applicable requirements to ensure eligibility and proper use of funds. It is the responsibility of the purchasing agent or department head to identify such funding conditions in advance and follow all mandated procurement procedures, including documentation, solicitation, and contract requirements.

For purchases involving the use of Community Development Block Grant funds, the Town of Harrietstown shall follow the procedures outlined in the 'Federal Procurement Addendum,' which complies with 2 CFR §§ 200.318–.326 and includes provisions for MWBE, Section 3, and Equal Employment Opportunity compliance.

**8. Unintentional failure to comply.**

If the Town of Harrietstown or its officers or employees accidentally fail to fully follow General Municipal Law § 104-b or this policy, that alone will not be a reason to cancel any actions taken or to sue the Town or its officials, provided that such failure does not violate mandatory provisions of GML Section 103.

**9. When effective; annual review.**

This policy shall go into effect immediately upon adoption by the Town Board and will be reviewed annually.

Dear Members of the Town Board,

I hope this message finds you well.

I am writing with a full and grateful heart on behalf of The Dance Sanctuary as we prepare to celebrate a truly special milestone—our 10-year anniversary serving the Saranac Lake community. Over the past decade, what began as a dream has grown into something far beyond what we could have imagined: a space where children, families, and individuals of all ages come to feel seen, supported, and inspired through the language of dance.

As part of this celebration, we are planning a community-centered event that will not only honor the journey of the past ten years but also look forward with hope. A key component of this evening will be raising funds for our scholarship program, which has allowed us—without exception—to ensure that no dancer is ever turned away due to financial hardship. This mission has only been possible because of the incredible generosity and spirit of this community.

With that in mind, we are humbly requesting consideration for a fee waiver—or a significantly reduced rental rate—for the use of Town Hall for this event. There is something deeply meaningful about gathering in a space that sits at the very heart of Saranac Lake. Town Hall represents community, connection, and shared history—all of the same values that have shaped The Dance Sanctuary over the past ten years.

Hosting this celebration at Town Hall would not only elevate the significance of the evening but would also allow us to direct more of our resources toward the scholarship fund—directly impacting local families and making dance accessible to even more members of our community.

We understand and respect the policies and responsibilities that come with the use of town facilities, and we are incredibly appreciative of your consideration of this request. It would mean so much to us, and to the many families we serve, to be able to celebrate this milestone in such a meaningful space without the burden of the full rental fee.

Thank you for all that you do to support and steward this wonderful community. It is truly an honor to be a small part of what makes Saranac Lake so special.

With heartfelt gratitude and appreciation,

Vanessa Pillen & Mandi Maiore  
The Dance Sanctuary

# Venue Usage Form

## Building Use Form

Point of Contact for event \*

Vanessa Pillen, The Dance Sanctuary

Address \*

68 Main Street, Suite 2 Saranac Lake, NY 12983

Phone number \*

518-524-5536

Email \*

thedancesanctuary@gmail.com

Is this application for an \*

☒ Organization

☐ Individual

Name of Organization if applicable

The Dance Sanctuary

Event title \*

10 Year Anniversary Dance Party

Event Date \*

MM DD YYYY

05 / 08 / 2026

Event Date \*

MM DD YYYY

05 / 08 / 2026

Event Times to include setup and clean up and removal and all event items \*

set up: 3:00pm--5pm, event 5-7pm, 7-8 Clean up 8-9pm

Is your organization a registered not for profit \*

☐ Yes

☒ No

If yes, please provide Tax ID number

We put in the extra hours for set up and tear down, but the event would be 2 hours with folks present attending the event

If community event, explain benefit to community

This would be a community celebration of our 10 year anniversary at The Dance Sanctuary. We are hoping to host a fun gathering of dancers with their families and friends to come dance, have light desserts and refreshments and dance together and socialize to celebrate our decade of dance. We are hoping to have a silent auction in the space along the border of the room, and then leave it mostly open for dancing! All fundraising efforts will go the The Dance Sanctuary Scholarship Fund.

I am requesting use of the following locations (check all that apply)

- ☐ Town Hall Upper Lobby
- ☒ Town Hall Lower Lobby
- ☐ Town Hall Kitchen
- ☒ Town Hall Auditorium
- ☐ Town Hall Balcony
- ☐ Town Hall Board Room
- ☐ Elks Field
- ☐ Latour Park

For all events you must provide a current certificate of liability insurance form with a minimum coverage of \$1,000,000, naming the Town of Harrietstown as additionally insured, no later than 14 days prior to the event. \*

- ☒ I agree
- ☐ I disagree

Equipment needed (check all that apply)

- ☒ Stage
- ☐ Spot Light (1 available)
- ☒ Sound Board (\$500 deposit required)
- ☐ Microphones (corded for stage)
- ☒ Microphones (handheld cordless, 1 available)

Do you need tables?

- ☒ Yes
- ☐ No

How many tables and what size? (3 6ft and 8 8ft)

3 6ft and 8 8ft

Do you need chairs?

☒ Yes

☐ No

How many chairs? (350 available) \*

100 chairs set up for seating for those taking a break from dancing

Do you need a podium?

☐ Yes

☒ No

Do you need access to the stage?

☒ Yes

☐ No

Do you need access to the balcony?

☐ Yes

☒ No

In selecting I agree below you agree to the following.

1. All belongings for event, set up, and decorations will be removed from the building at the end of the event unless other arrangements have been made ahead of time.
2. All emergency exits will be announced at the beginning of the event.
3. All fire doors, access and egress door will be accessible and nothing will be placed within 4 feet of an exit.
4. If the applicant fails to respond to requests from building department to correct safety issue, the event will be shut down.
5. If you plan to use the balcony 3 ushers must be provided. Maximum seating on the balcony is 274. No standing is allowed on balcony. Children under 10 years of age must be seated with an adult.
6. All required fees will be paid within 30 days of the event.
7. All events that include food service must provide a certificate of insurance from a licensed caterer and/or food provider. If you are providing your own food it is your responsibility to secure all the proper NYSDOH permits.
8. Consumption of alcohol is prohibited unless prior approval was granted by the Town Board. If approved, liquor license must be obtained through the NYS Liquor Authority. Only wine and beer will be allowed with the required permit and water must be provided as well. For all events involving alcohol, event host liquor liability insurance is required.
9. Events that start during business hours and end after business hours will incur expenses for the duration of the after business hours times. Business hours are 7am-4pm Monday through Friday.

☒ I agree.

☐ I disagree.

Do you plan to serve alcohol?

☐ Yes

☒ No

Please check the box below that pertains to your event. \*

- ☒ Private Event: \$250.00 first hour, \$50.00 each additional hour
- ☐ Non-Profit/Community Organization during business hours M-F 7am-4pm: FREE
- ☐ Non-Profit/Community Organization outside of business hours: \$250.00 per day
- ☐ State Agency during business hours: FREE
- ☐ State Agency outside of business hours: \$35.00 per hour

Any group, organization, or private event can request a fee waiver. They will be approved by the Harrietstown Board on a case by base basis. Requests must be submitted 30 days prior to event date. \*

- ☒ I acknowledge fee schedule and waiver process.

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Google Forms

**Resolution #5 of 2026**

\_\_\_\_\_, who moved its adoption, offered the following Resolution:

**RESOLUTION DEFINING CLIMATE SMART COMMUNITIES' COORDINATOR  
ROLE AND CONFIRMING APPOINTMENT**

WHEREAS, the Town of Harrietstown is dedicated to achieving a Climate Smart Communities certification and,

WHEREAS, one of the mandatory action items to be certified is to define the roles of the Climate Smart Communities Coordinator and appoint an individual to the position and,

WHEREAS, the Climate Smart Communities Coordinator will work with Town staff to help support and build capacity for the Town and,

WHEREAS, the Climate Smart Communities Coordinator will be the Chair of the Climate Smart Communities Task for the Town of Harrietstown and,

WHEREAS, the Climate Smart Communities Coordinator will report to the Town Supervisor,

IT IS HEREBY RESOLVED that David Lynch is appointed as the Climate Smart Communities Coordinator for a term of one year.

This Resolution was duly seconded by \_\_\_\_\_, and adopted by Roll Call Vote as follows:

Supervisor Mallach  
Councilwoman Schader  
Councilman Haney  
Councilman Lynch  
Councilman Evans

WHEREUPON THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

\_\_\_\_\_  
Sabrina Harrison

Harrietstown Town Clerk

Dated: