AGENDA

Regular Village Board Meeting
Monday, March 16, 2026 – 5:00 p.m.

(Website Posting 3/13/26)

PLEDGE OF ALLEGIANCE

I. Call Meeting to Order

REGULAR BOARD MEETING

II. Clerk Items

a. Approve - Regular Board Meeting Minutes – March 2, 2026
b. Approve - Local Law 2026 – 1, Local Land Use Code
c. Approve - Comprehensive Plan 2026
d. Approve - New York Power Authority Agreement
e. Approve - Essex County Early Voting Location Agreement
f. Approve - Name of Tuscarora Trail
g. Approve - Request for Qualifications
h. Approve - NYS Retirement System Resolution
i. Approve - NYCOM Annual Meeting, May 13 – 15, 2026, Bolton Landing, NY
j. Approve - PERMA Annual Member Conference, May 14 – 15, 2026, Verona, NY
k. Approve - NY Rural Water Conference, May 17 – 18, 2026, Verona, NY
l. Approve - NYS Assn of Chiefs of Police Training Conf, May 18 – 21, 2026, Lake Placid, NY
m. Approve - NYCOM Temporary Municipal Assistance Resolution
n. Approve - Taxi Driver, Bowen

III. Treasurer Items

a. Approve - Warrant Affidavit #16 – 2025-26

IV. New Business

V. Old Business

VI. Mayor Items

VII. Commissioner Reports

VIII. Public Comment/Press Questions

IX. Executive Session, Litigation

X. Adjourn

Lake Placid Village, Inc.
Regular Board Meeting Minutes
Monday, March 2, 2026

Minutes of the Lake Placid Village Board of Trustees Regular Meeting held on the above date at 5:00 pm in the Board Room on the first floor of the Municipal Hall, 2693 Main Street, Lake Placid, NY and via videoconferencing.

Present:	Art Devlin	Mayor
	Jackie Kelly	Deputy Mayor/Trustee
	Katie Brennan	Trustee
	Marc Galvin	Trustee
	Anita A. Estling	Village Clerk
	Janet Bliss	Village Attorney
Others:	Bill Billerman	
Excused:	Andrew Quinn	Trustee
	Mindy Goddeau	Treasurer

Mayor Devlin opened the Board Meeting at 5:00 pm and presided over the meeting starting with the Pledge of Allegiance.

Clerk Items

REGULAR BOARD MEETING MINUTES – FEBRUARY 2, 2026

Resolution #28 - 2026

On motion by Trustee Brennan, seconded by Trustee Galvin the Board duly resolved as follows: -

To table the Regular Board Meeting Minutes for February 2, 2026, as presented by the Village Clerk to such time as a quorum of that meeting's attendees are present.

Trustee Brennan, Trustee Galvin and Trustee Kelly voted AYE

REGULAR BOARD MEETING MINUTES – FEBRUARY 17, 2026

Resolution #29 - 2026

On motion by Trustee Galvin, seconded by Trustee Brennan the Board duly resolved as follows: -

To approve the minutes of the February 17, 2026 Village Board Meeting as presented by the Village Clerk.

Trustee Brennan, Trustee Galvin and Mayor Devlin voted AYE
Trustee Kelly ABSTAINED

ELECTRIC DEPARTMENT HIRE

Resolution #30 - 2026

On motion by Trustee Kelly, seconded by Trustee Brennan, the Board duly resolved as follows: -

To approve the provisional hire of John Dixon for the position of Apprentice Assistant Electric Meter Service Maintainer, at an hourly rate of $29.37 with a start date of April 27, with all Village benefits, and a probationary period of six months, pending passing all pre-employment requirements, as recommended by Superintendent Daby.

Trustee Brennan, Trustee Galvin and Trustee Kelly voted AYE

ELECTRIC DEPARTMENT BID POSTING

Resolution #31 - 2026

On motion by Trustee Kelly, seconded by Trustee Brennan, the Board duly resolved as follows: -

To approve the posting of a bid for Distribution Transformers.

Trustee Brennan, Trustee Galvin and Trustee Kelly voted AYE

MIRROR LAKE STEWARD PROGRAM 2026 CONTRIBUTION

Resolution #32 - 2026

On motion by Trustee Kelly, seconded by Trustee Galvin the Board duly resolved as follows: -

To approve the Mirror Lake Watershed Association funding request for $4,000 to cover the shortfall of a grant for a steward at the public beach for the summer season of 2026.

Trustee Brennan, Trustee Galvin and Trustee Kelly voted AYE

OLYMPIC RINGS SCULPTURE

Resolution #33 - 2026

On motion by Trustee Galvin, seconded by Trustee Brennan, the Board duly resolved as follows:-

WHEREAS, the Village of Lake Placid, New York, has a storied history as a birthplace and leading center of winter sports in the United States; and

WHEREAS, Charles Jewtraw of the Village of Lake Placid won the first gold medal ever awarded at the inaugural Olympic Winter Games held in Chamonix, France, in 1924; and

WHEREAS, Lake Placid-North Elba have sent representatives to every Olympic Winter Games since 1924; and

WHEREAS, Lake Placid is one of only four communities worldwide to have twice hosted the Olympic Winter Games; and

WHEREAS, Lake Placid has a distinguished history of hosting World Cup and World Championship competitions across numerous winter sports, and serves as a premier center for training elite athletes; and

WHEREAS, Lake Placid and the Town of North Elba is home to the Olympic Regional Development Authority, the Lake Placid Olympic & Paralympic Training Center, USA Bobsled/Skeleton, and USA Luge; and

WHEREAS, Lake Placid native artist **Naj Wikoff** has designed an elegant **Rings Sculpture** to honor and celebrate the community's unique Olympic history and legacy; and

WHEREAS, the proposed Rings Sculpture, to be constructed of stainless steel polished to a mirror finish with its edges reflecting the colors of the Olympic Rings, will celebrate and reflect both the community and the region's extraordinary natural environment; and

WHEREAS, the Rings Sculpture will further highlight Lake Placid's longstanding commitment to the arts and culture, and inspire residents and visitors alike to participate in and support the arts;

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Village of Lake Placid expresses its full support for the installation of the Rings Sculpture; and

BE IT FURTHER RESOLVED, that the Village Board encourages individuals, organizations, and agencies within and beyond the Village and Town to support and assist artist Naj Wikoff in bringing this sculpture to fruition.

Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE

ECAC BANNERS 2026

Resolution #34 - 2026

On motion by Trustee Kelly, seconded by Trustee Galvin, the Board duly resolved as follows: -

To ratify the hanging of the six banners for ECAC Hockey Championships, March 2 – 23, 2026.

Trustee Brennan, Trustee Galvin and Trustee Kelly voted AYE

XC WORLD CUP BANNERS 2026

Resolution #35 - 2026

On motion by Trustee Kelly, seconded by Trustee Galvin, the Board duly resolved as follows: -

To approve the hanging of the six banners for XC World Cup, March 9 – 23, 2026.

Trustee Brennan, Trustee Galvin and Trustee Kelly voted AYE

PORSCHE EVENT 5K RUN, JUNE 19, 2026

Resolution #36 - 2026

On motion by Trustee Kelly, seconded by Trustee Brennan, the Board duly resolved as follows: -

To approve the Porsche 5K Run event for the morning of June 19, 2026 around Mirror Lake with no street closures.

Trustee Brennan, Trustee Galvin and Trustee Kelly voted AYE

Lake Placid Village, Inc.
Regular Board Meeting
Monday, March 2, 2026

Treasurer Items

WARRANT AFFIDAVIT #15 – 2025-26

Resolution #37– 2026

On motion offered by Trustee Brennan, seconded by Trustee Galvin, the Board duly resolved as follows:-

To approve the payment of Warrant Affidavit #15 – 2025-26 as submitted by the Village Treasurer and reviewed by Trustee Kelly. The affidavit is included below:-

LAKE PLACID VILLAGE, INC.
2693 Main Street, Lake Placid, New York 12946
Phone: 518-523-9952, Fax: 518-523-1362
www.villageoflakeplacid.ny.gov

AFFIDAVIT #15 2025-2026

We, the undersigned, acting as a Board of Auditors to the Village of Lake Placid, NY do approve that the Village Treasurer is authorized to issue checks as per the presented and approved Warrant and is also authorized to make the following transfers as listed Below based on the warrants approved at the Board Meeting on **March 2, 2026**

Checks and bank drafts for 02/18/2026-03/02/2026 for Fiscal Year 2025-2026:
Check #'s 68173-68246

TOTAL WARRANT OF ITEMS PRESENTED	$	**1,516,222.02**
PLUS: UTILITY REFUND CKS =	$	**0.00**
TOTAL WARRANT AND REFUNDS	$	**1,516,222.02**
GENERAL (A1) FUND: A1-0001-0200	-$	168,778.61
HUD REVOLVING LOAN (CM) 0001-0200	-$	0.00
ELECTRIC (EE) FUND: EE-0001-0200	-$	1,203,277.85
WATER (FX) FUND: FX-0001-0200	-$	30,005.77
SEWER (G3) FUND: G3-0001-0200	-$	110,624.79
CAPITAL (H8) FUND: H8-0001-0200	-$	1,035.00
TRUST & AGENCY (TA): TA-0001-0200	-$	2,500.00

Date: March 2, 2026

_____________, Mayor
_____________, Trustee
_____________, Trustee
_____________, Trustee
_____________, Trustee

Audit Review by: _____________, Board Member Date: 3/2/2026
Attest: _____________, Village Clerk

Trustee Brennan, Trustee Galvin and Trustee Kelly voted AYE

New Business

Trustee Kelly announced that the Town and Village would be issuing a joint proclamation for Olympian Jessie Diggins on March 22.

Commissioner Reports

Katie reminded everyone of the location neutral workers event taking place at the Beach House on March 3 to help incorporate these individuals into the community.

Members of the public were invited to speak.

ADJOURNMENT

With no further business to come before the Board, a motion to adjourn was made by Trustee Kelly, seconded by Trustee Brennan and the meeting was adjourned at 5:11 pm.

Respectfully submitted,

Anita A. Estling
Village Clerk

Section 1. Land Use Code Section 2 Base Districts/Standards is hereby amended to add:

"Temporary Workforce Housing" as a Conditional Use in the Planning District of: 2.4 Town Residential (TR); 2.5 Village Residential (VR); 2.6 Village Center District (VC); 2.7 Gateway Corridor District (GC); and 2.8 Old Military Road Corridor District (OM).

"Special Event Venue" as a Conditional Use in the Planning Districts of: 2.1 Rural Countryside (RC); 2.6 Village Center District (VC); 2.7 Gateway Corridor District (GC); 2.8 Old Military Road Corridor District (OM).

Section 2: Land Use Code Section 4.2.4 (D) Accessory Dwelling Units is hereby amended in its entirety to read:

1. Up to two accessory dwelling units shall be permitted if located within, detached or attached to a single-family dwelling. Accessory dwelling units must meet the following standards:

   a. The property has sufficient wastewater capacity.
   b. Each unit does not exceed 75% of the total habitable floor area of the principal single-family dwelling and is not located in the front yard setback.
   c. Applicable setback, permeability, and parking requirements specified in this Code are met.

2. The creation of an accessory dwelling unit will require conditional use approval under section 8.0 (Review Process) if it is a conversion of an existing accessory structure (e.g. a garage) where the accessory structure is in violation of any setback.

Section 3: Land Use Code Section 5 Land Use Regulations That Apply To Development Activities Requiring Review Board Approval is hereby amended to add:

5.3.1 Table 1: Off-Street Parking Requirements

Temporary Workforce Housing	1 per 4 occupants
Special Event Venue	1 per 3 allowable guests

5.5.15 Temporary Workforce Housing

A. General Standards

1. Compliance with the New York State Uniform Fire Prevention and Building Code occupancy standards is required. Additionally:

   a. The number of occupants shall be limited to four (4) per full bathroom or the maximum number of occupants in the dwelling shall not exceed the occupancy based on habitable square footage as determined by the Code Enforcement Office. The more restrictive of these options shall be applied.

b. If the number of occupants is eleven (11) or more unrelated persons a permit from the NYS Department of Health is required.

2. The property must maintain the appearance of a residential property.

a. There shall be no signage indicating the property's use as Temporary Workforce Housing.

b. The exterior, including landscaping, must be maintained in good condition.

c. Provisions shall be made for at least weekly garbage removal during rental periods. Garbage containers shall be secured with tight-fitting covers at all times to prevent leakage, spilling, or odors, and placed where they are not clearly visible from the street or road except when awaiting pickup. Containers shall only be permitted to be visible from the street or road for 24 hours after pickup.

B. The name, address, telephone number, and email address of an owner or a contact person authorized to act on the owner's behalf, who shall be available to promptly remedy any violation shall be made publicly available. The contact person may be the owner or an agent designated by the owner to serve as a contact person. This contact person must be located within sixty (60) minutes distance by car and must be available 24 hours per day, 7 days a week.

C. The maximum number of permits in the Village Residential (VR) District is five (5).

D. In addition to information required for conditional use review, the applicant shall also submit:

1. A management plan detailing tenant monitoring and property maintenance.

2. A proposed lease template between the employer or the J-1 Visa sponsor organization

3. Documentation of compliance with the New York State Uniform Fire Prevention and Building Code occupancy standards and of habitable square footage (i.e. floorplans with dimensions).

E. Permits shall be renewed bi-annually with the Code Enforcement Office to ensure ongoing compliance with New York State Uniform Fire Prevention and Building Code and the standards set forth here.

F. If the Enforcement Officer finds a violation of the permit or of this section, the Enforcement Officer may, but is not required to, do any of the following depending on the circumstances:

1. Attach reasonable conditions to the existing temporary workforce housing permit;

2. Issue a warning or violation;

3. Suspend the temporary workforce housing permit;

4. Revoke the temporary workforce housing permit.

G. The Review Board's Conditional Use jurisdiction shall extend to Temporary Workforce Housing uses which are existing as of the filing of Local Law No. 1 of the Year 2026 (Town and Village), as well as new Temporary Workforce Housing uses proposed to be undertaken after said filing, provided that the operators of such existing uses shall have a 60-day grace period after said filing within which to apply for approval, and provided further that the Board's criteria for approval of such existing uses shall be limited to compliance with Paragraphs A and B of this Section 5.5.15.

5.5.16 Special Event Venue

A. General Standards

1. Occupancy limits for events shall be determined on a case-by-case basis by the Review Board, under the guidance of the Code Enforcement Office. Considerations for occupancy limits shall include but are not limited to:

a. Distance from neighboring properties.

b. Availability of bathroom facilities, including septic capacity.

c. Availability of parking spaces.

d. General property characteristics (topography, lot size, etc.).

2. Parking Plan

a. A parking plan may include a shuttle/concierge service to reduce onsite parking requirements.

b. The parking plan cannot include parking on public or private roads, all vehicles must be contained within the property.

c. A parking space shall have a minimum of 180 square feet in a rectangular configuration of at least 9 feet by 20 feet

d. No new impervious surfaces shall be created to accommodate parking.

3. Event noise must be primarily contained within the property boundary.

a. No person shall operate, play, or permit the operation of music or amplified noise in such a manner as to create unreasonable noise across a real property boundary.

b. All non-overnight guests shall vacate the property by 9:30 p.m.

c. All music or amplified noise shall cease by 9 p.m.

4. All event lighting shall be designed to minimize glare and light pollution. Outdoor lighting must be shielded and directed downward. All outdoor event lighting shall be turned off by 9:30 p.m.

5. The installation of temporary tents requires a permit from the Code Enforcement Office.

6. The use of fireworks is strictly prohibited.

B. The name, address, telephone number, and email address of an owner or a contact person authorized to act on the owner's behalf, who shall be available to promptly remedy any violation shall be made publicly available. The contact person may be the owner or an agent designated by the owner to serve as a contact person. This contact person must be located within sixty (60) minutes distance by car and must be available 24 hours per day, 7 days a week.

C. Permits shall be renewed annually with the Code Enforcement Office to ensure ongoing compliance with New York State Uniform Fire Prevention and Building Code and the standards set forth here.

D. The maximum number of Special Event Venue permits allowed in the Rural Countryside (RC) District is ten (10).

E. Special Event Venues in the Rural Countryside (RC) District shall only host no more than two (2) Special Events per calendar month. A calendar month shall be defined as the period beginning on the first (1^{st}) day of the month and ending on the thirtieth (30^{th}) or thirty-first (31^{st}) day of that same month, as applicable. Separate gatherings occurring on separate calendar days shall be considered separate events, even if they are related or part of a single overall occasion. Events may not be combined, aggregated, or characterized as a single event for the purpose of avoiding the monthly event limitation.

Section 4: Land Use Code Section 6 Sign Guidelines and Regulations is hereby amended as follows:

Section 6.3.4 (B)(9) "Campaign Election Signs" is deleted.

Section 6.5.9 "Home Occupation Signs" is hereby amended to include "Special Event Venue."

Section 6.5.13 "Personal Lawn Signs" is deleted.

Section 5: Land Use Code Section 10.2 Definitions is hereby amended as follows:

The following definitions shall be added:

Temporary Workforce Housing: A residential dwelling used to house unrelated individuals employed under a short-term or long-term work visa or contract, with a minimum stay of 30 consecutive days per occupant. The use typically involves multiple leases per unit or one master lease with an employer or agency. This use differs from short-term rentals and traditional single or multi-family housing.

Special Event Venue: is a property or facility used for temporary gatherings, celebrations, or similar events, including but not limited to weddings, corporate functions, and community events. Such venues are operated for commercial purposes.

The definition for "Accessory Dwelling or Accessory Dwelling Unit" is hereby amended in its entirety to read:

Accessory Dwelling or Accessory Dwelling Unit: A dwelling unit which is within or on the same premises as a principal dwelling unit, has sufficient wastewater capacity, does not exceed 75% of the total habitable floor area of the principal dwelling unit, is not located in the front yard of the lot and meets all applicable setback, permeability and parking requirements of the Code (except in the case of accessory dwelling conversions which do not meet setback requirements, which are a Conditional Use.)

Section 6: Land Use Code Section 11 Short-Term Rentals is hereby amended as follows:

Section 11.4 (A)(3)(a) is hereby amended in its entirety to read:

Hosted Short-Term Rentals as defined in the Land Use Code Section 10 shall be permitted in all planning districts. Accessory Dwelling Units used as short-term rentals must be hosted.

Section 11.5 (A)(4) is hereby amended in its entirety to read:

Hosted Short-Term Rental: A short-term rental property in the Village of Lake Placid at which an owner of the property resides for at least 184 days per calendar year, that is the primary residence of an owner and at which an owner stays overnight during the entire term of each short-term rental of the property. There is no limit on the number of days per calendar year that a permitted Hosted Short Term Rental in the Village may be rented. Accessory Dwelling Units used as short-term rentals must be hosted.

Section 7: This local law shall take effect immediately upon filing with the New York State Department of State.

Village

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Name of Action or Project: Land Use Code Amendments 2025				
Project Location (describe, and attach a location map): N.A. (Town-wide and Village-wide)				
Brief Description of Proposed Action: Amendments to Village of Lake Placid / Town of North Elba Land Use Code, to (1) make various 2025 amendments to the Code, and (2) add provisions related to "temporary workforce housing" and "special event venues".				
Name of Applicant or Sponsor: Town of North Elba / Village of Lake Placid	Telephone:			
	E-Mail:			
Address: 2693 Main Street				
City/PO: Lake Placid	State: New York	Zip Code: 12946		
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☐	YES ☑
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO ☐	YES ☐
3. a. Total acreage of the site of the proposed action? _________ acres b. Total acreage to be physically disturbed? _________ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _________ acres				
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland				

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: ______________________	☐	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: ______________________ ______________________	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: ______________________ ______________________	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: ______________________ ______________________	☐	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: ______________________ ______________________ ______________________		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100-year flood plan?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If Yes, a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: ____________________		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: ____________________	☐	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: ____________________	☐	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: ____________________	☐	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Town of North Elba / Village of Lake Placid Date: October 28, 2025

Signature: Derek Doty Title: Supervisor

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Town of North Elba / Village of Lake Placid Date: October 28, 2025

Signature: Arthur Devlin Title: Mayor

Answer Per Question 1 of Short EAF for
Village of Lake Placid /Town of North Elba Zoning Amendments

The intent of the proposed action is to make various amendments to the Land Use Code, and to establish new provisions related to "temporary workforce housing" and "special event venues".

No environmental resources will be affected.

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☐	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☐	☐
3. Will the proposed action impair the character or quality of the existing community?	☐	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☐	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☐	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☐	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☐	☐
b. public / private wastewater treatment utilities?	☐	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☐	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☐	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☐	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☐	☐

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

No questions in Part 2 were answered "moderate to large impact may occur." Based on that fact, the Town Board determined that the proposed Land Use Code amendments will not result in any significant adverse environmental impacts. This is a "negative declaration" for purposes of the State Environmental Quality Review Act.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Village of Lake Placid Village Board	March 16,2026
Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

RESOLUTION APPROVING AGREEMENT FOR THE SALE OF NIAGARA PROJECT WHOLESALE POWER AND ENERGY WITH THE NEW YORK POWER AUTHORITY

WHEREAS, the Lake Placid Village Electric , a member of the Municipal Electric Utilities Association of New York State ("MEUA") and a preference power customer of the New York Power Authority ("NYPA"), receives electricity from the Niagara Power Project operated by NYPA, and

WHEREAS, the MEUA, in response to receiving notice of NYPA's intention to increase its customer rates for said preference power to cover its increasing costs, has negotiated, on behalf of its members, certain amendments to the existing long-term agreement with NYPA that governs the terms and conditions upon which said preference power is delivered, said amendments being embodied in the Agreement for the Sale of Niagara Project Wholesale Power and Energy that has been presented to this board for consideration ("Agreement").

NOW THEREFORE, IT IS HEREBY RESOLVED by Village Board of the Lake Placid Village Electric that it is in the best interest of the Lake Placid Village Electric to approve the negotiated amendments, and as such, said amendments and the Agreement are hereby approved, and it is hereby further

RESOLVED that Mayor Art Devlin be, and hereby is authorized to execute said Agreement for the Sale of Niagara Project Wholesale Power and Energy on behalf of the Lake Placid Village Electric.

Dated: March 16, 2026

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Lake Placid Village Electric, DO HEREBY CERTIFY:

That I have compared the foregoing Resolution with the original thereof duly adopted by the Village Board of the Lake Placid Village Electric at a meeting thereof held on March 16, 2026, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said municipality on March 16, 2026.

\- SEAL -

____

Anita Anthony Estling, Clerk

POWER AUTHORITY

OF THE

STATE OF NEW YORK

30 South Pearl Street
Albany, New York 12207

AGREEMENT FOR THE SALE

OF NIAGARA PROJECT WHOLESALE POWER AND ENERGY TO

Village of Lake Placid, Inc.

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POWER AUTHORITY OF THE STATE OF NEW YORK

30 South Pearl Street

Albany, New York 12207

AGREEMENT FOR THE SALE OF NIAGARA PROJECT WHOLESALE POWER AND ENERGY

The POWER AUTHORITY OF THE STATE OF NEW YORK ("Authority" or "NYPA"), created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title I of Article V of the New York Public Authorities Law ("PAL"), having its office and principal place of business at 30 South Pearl Street, 10th Floor, Albany, New York 12207-3425, hereby enters into this Agreement for the Sale of Niagara Project Wholesale Power and Energy ("Agreement") with Village of Lake Placid, Inc. ("Customer") with offices and principal place of business at 2693 Main Street, Lake Placid, NY 12946-0301. The Authority and the Customer are from time to time referred to in this Agreement as "Party" or collectively as "Parties" and agree as follows:

RECITALS

WHEREAS, the Authority operates the Niagara Power Project, Federal Energy Regulatory Commission ("FERC") Project No. 2216, in accordance with the Niagara Redevelopment Act, and Title 1 of Article 5 of the Public Authorities Law ("PAL") also known as the Power Authority Act;

WHEREAS, prior to the Effective Date, the Authority has provided the Customer with electric service in accordance with one or more written agreements (collectively, "Prior Agreement") to enable the Customer to receive Electric Service consisting of Niagara Project Power and Energy;

WHEREAS, the current term of the Customer's allocation of Niagara Project Power and Energy runs until September 1, 2040;

WHEREAS, the Parties have reached an agreement on revised terms and conditions applicable to the sale of the allocation of Niagara Project Power and Energy for the remainder of the term as provided for in this Agreement;

WHEREAS, the Parties desire to enter into this Agreement in order to promote commercial and financial certainty and long-term planning by each of the Parties;

WHEREAS, the Authority's Board of Trustees ("Trustees") has approved the terms and conditions for the sale of such allocation and related matters contained herein;

WHEREAS, the Parties intend that the Clean Energy Standard obligations of the Full Requirements Customers be substantially equivalent by contract to the Clean Energy Standard obligations of the Partial Requirements Customers.

WHEREAS, electric service under this Agreement will be subject to the rates and other terms and conditions of Service Tariff Nos. 38A or 39A, as applicable, as provided for in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties do hereby mutually covenant and agree as follows:

I. Definitions

When used with initial capitalization, whether singular or plural, the following terms, as used in this Agreement, shall have the meanings as set forth below. When used with initial capitalization, whether singular or plural, terms defined elsewhere in this Agreement or in appendices or other attachments to this Agreement, shall have the meanings set forth therein.

Adverse Water Condition means any event or condition, including without limitation a hydrologic or hydraulic condition, that relates to the flow, level, or usage of water at or in the vicinity of the Project and/or its related facilities and structures, and which prevents, threatens to prevent, or causes the Authority to take responsive action that has the effect of preventing, the Project from producing a sufficient amount of energy to supply the full power and energy requirements of firm power and firm energy customers of the Authority who are served by the Project.

Agreement means this Agreement including the appendices hereto (also known as "Long Term Agreement" or "LTA").

Allocation refers to Customer's allocation of Niagara Project Power and Energy as specified in Appendix A.

Ancillary Services are services necessary to support the transmission of capacity and energy from generation resources to consumers, while maintaining the reliable operation of New York's transmission system, as defined by the NYISO Tariffs.

Authority has the meaning set forth in the opening paragraph of this Agreement.

CES means Clean Energy Standard as defined in Appendix D.

Commission or **PSC** means the New York Public Service Commission.

Contract Demand will be the amount of kilowatts ("kW") set forth in Appendix A hereto or such other amount as may be determined in accordance with the provisions of this Agreement.

Customer is the municipality or rural electric cooperative identified in Appendix A and a signatory to this Agreement. Customer does not include the retail customers of municipal and rural electric cooperative systems. Customers means the group of municipalities and rural electric cooperatives identified in Appendix B.

Customer Associations are the Municipal Electric Utilities Association of New York State ("MEUA"), and the New York Association of Public Power ("NYAPP"), or any successor organization.

Effective Date means the date that this Agreement is fully executed by the Parties.

Electric Service is any type of power and energy made available to Customer under this Agreement in accordance with applicable Service Tariffs and Rules.

FERC means the U.S. Federal Energy Regulatory Commission (or any successor organization).

FERC License means the license issued by the FERC to the Authority for the continued operation and maintenance of the Niagara Power Project (Project No. 2216), dated March 15, 2007.

Firm and Peaking Hydroelectric Power and Energy means Firm Hydroelectric Energy, Firm Hydroelectric Power, Firm Hydroelectric Peaking Energy, and Firm Hydroelectric Peaking Power supplied from the Project under this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Energy means energy (kWh) associated with Firm Hydroelectric Power intended to be available at all times except for limitations provided in this Agreement, the Rules, and applicable Service Tariff.

Firm Hydroelectric Power means capacity (kW) from the Project including the capacity adjustments necessary to meet the Installed Reserve Margin set by the New York State Reliability Council intended to be available at all times except for limitations provided in this Agreement, the Rules, or applicable Service Tariff and subject further to limitations provided in the NYISO Tariffs or applicable rules as they may be modified from time to time. Firm Hydroelectric Power shall not include Firm Hydroelectric Peaking Power.

Firm Hydroelectric Peaking Energy means energy (kWh) associated with Firm Hydroelectric Peaking Power supplied at 12.5% monthly load factor.

Firm Hydroelectric Peaking Power means additional capacity (kW) from the Project intended to be available during Customer's peak load periods and limited as to the associated Firm Hydroelectric Peaking Energy to be supplied as set forth in this Agreement, the Rules, and applicable Service Tariff.

Full Requirements Customers are those Customers that receive Electric Service from the Authority under Service Tariff No. 38A, or the successor to such Service Tariff.

Hydro Projects is a collective reference to the Niagara Power Project (defined as "Project" herein) and the St. Lawrence-FDR Project, FERC Project No. 2000, owned and operated by the Authority.

Industrial Economic Development Program (or **IEDP)** means the Industrial Economic Development Program which is comprised of 54 MW of the total Firm Hydroelectric Power allocated to the Customers. It is intended to support economic development in the Customers' respective service territories.

Load Factor means the Native System Load recorded during the billing period divided by the product of maximum metered demand and the number of hours in the same billing period.

Load Serving Entity or **LSE:** An entity, including a municipal electric system, a joint action agency, and an electric cooperative, authorized or required by law, regulatory authorization or requirement, agreement, or contractual obligation to supply Energy, Capacity and/or Ancillary Services to retail customers located within the New York Control Area ("NYCA"), including an entity that takes service directly from the NYISO to supply its own load in the NYCA, or otherwise defined in the NYISO Tariffs.

Native System Load means the total consumption of the Customer's electric system without the offset of any municipal or rural cooperative system-owned, behind-the-meter generation. It represents the sum of all incoming energy, plus internal generation behind the system meter, minus energy exports to the bulk electric system.

Niagara Project Power and Energy means the Firm and Peaking Hydroelectric Power and Energy supplied from the Project in accordance with this Agreement, the Rules, and applicable Service Tariff.

Niagara Redevelopment Act ("NRA") means the federal statute enacted in 1957, and codified at 16 U.S.C. § 836.

NYISO means the New York Independent System Operator or any successor organization.

NYISO Capability Period is as defined in the NYISO Open Access Transmission Tariff: Six-month periods which are established as follows: (1) from May 1 through October 31 of each year; and (2) from November 1 of each year through April 30 of the following year; or such other periods as may be determined by the Operating Committee of the NYISO.

NYISO Tariffs means the NYISO's Open Access Transmission Tariff or the NYISO's Market Administration and Control Area Services Tariff, as applicable, as such tariffs are modified from time to time, or any successor to such tariffs.

Partial Requirements Customers are those Customers that receive Electric Service from the Authority under Service Tariff No. 39A, or the successor to such Service Tariff.

Planned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which the Authority makes in response to an Adverse Water Condition that the Authority (i) anticipated, and (ii) provided advance notice of pursuant to Section V.b of this Agreement.

Project means the Niagara Power Project, FERC Project No. 2216.

RES means Renewable Energy Standard as defined in Appendices C & D.

Rules are the applicable provisions of the Authority's Rules and Regulations (Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York), as amended from time to time by the Authority.

Scheduling and Settlement Procedures means the systems and procedures in place as of the Effective Date to arrange for the scheduling and settlement of Firm and Peaking Hydroelectric Power and Energy on an hourly, daily and monthly basis, and any adjustments thereto.

Service Tariff means the Authority's Service Tariff No. 38A applicable to Full Requirements Customers, and Service Tariff No. 39A applicable to Partial Requirements Customers, which contain, among other things, the rates and other conditions for sale of Electric Service to Customer, as each such Service Tariff may be modified from time to time by the Authority.

State Energy Plan ("SEP") means the 2015 New York State Energy Plan as amended from time to time.

Substitute Energy means energy that is provided to a Customer by or through the Authority for the purpose of replacing Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) that is not supplied to the Customer due to a Planned Hydropower Curtailment or Unplanned Hydropower Curtailment.

Term means the time period during which this Agreement is in effect, which includes from the Effective Date to September 1, 2040.

Unplanned Hydropower Curtailment means a temporary reduction in the amount of Firm Hydroelectric Energy (and Firm Hydroelectric Peaking Energy, if being supplied at the time) which the Customer is entitled to receive under this Agreement, which is made by the Authority in response to an Adverse Water Condition that the Authority did not anticipate.

II. Actions to Support the State's CES

a. The Customers agree to take actions to support the goals underlying the CES.

b. For the purpose of supporting these goals, the Customer, working with its respective Customer Association(s), shall work with NYPA to:

   i. Revise existing Customer retail tariffs in order to encourage efficient off-peak usage and overall economic usage, acknowledging that such Customer tariffs are retail tariffs and may be subject to further regulatory approval from the Commission. The Parties further agree that due to their unique characteristics, the Customer shall facilitate as appropriate, manage and control the interaction of its retail customers with the grid.

   ii. Implement distribution-level technologies that encourage the adoption of cost-effective distributed energy resources ("DER") and other energy services through improved end-use consumer and practical third-party engagement. The Customer shall adopt cost-effective DER programs appropriate to its system configuration and size. The Customer shall adopt tariff modifications, subject to regulatory approval as applicable, to attempt to implement such changes, though individual participation rates are expected to vary at the retail level.

iii. The Customers will work towards implementing specific goals, consistent with the ultimate objectives of the CES (as it may be modified over time, subject to final legal action), on a proportionate and aggregate basis, and consistent with the goals of the SEP. The Parties acknowledge and agree that the Customers may work together to implement various projects, policies and programs consistent with these goals, and the Parties further acknowledge that the specific method of implementation shall be in the discretion of the Customers. The Customers and NYPA agree to work together and with the Customer Associations to implement these activities in a cost-effective and efficient manner, consistent with the unique characteristics of the Customers.

iv. The Parties further understand that the implementation of any such tariff provisions, as described in this Article II, including, but not limited to time-of-use rates, energy storage options, DER and other options shall only be implemented if deemed cost-effective and practical by the Customer.

c. In addition to the foregoing requirements in Section II.b.i-iii, each of the Full Requirements Customers shall pay the Zero Emissions Credit Charge and Renewable Energy Credit Charge provided in Appendix C and Appendix D, respectively.

III. Implementation of Energy Efficiency and Renewable Energy Programs

a. The Customer shall continue to implement initiatives in order to expand energy efficiency and energy conservation activities to benefit its respective service area. Such activities shall include, but not be limited to, the ongoing and successful Independent Energy Efficiency Program ("IEEP"), as well as other individual programs and Customer system accomplishments involving residential, commercial and industrial lighting, motors, solar programs, smart meters, ENERGY STAR(R), demand response and various energy saving programs, projects and policies.

b. The Customer shall, at a minimum, make 1 mil (one-thousandth of a dollar/kWh) available for the activities set forth under this LTA, and that such funds shall remain available within each Customer's budget for ongoing energy efficiency, renewable energy or other related technologies. The Parties further acknowledge and agree that for those Customers subject to the jurisdiction of the Commission, such commitments are subject to its review and approval. NYPA acknowledges and agrees that the Customers shall have unfettered discretion to implement programs, policies and projects, and the timing of such implementation, consistent with this Article, so long as a minimum of 1 mil is made available.

c. A joint Customer/NYPA "Implementation Task Force" is hereby created as of the Effective Date of this Agreement and will meet regularly to track projects implemented and in process, as well as to provide assistance in project development and creation for all Customers. A full description of the powers and duties of this task force is found in Appendix E to this Agreement.

d. A "Technology & Innovation Task Force" is hereby created as of the Effective Date of this Agreement. A description of the Technology & Innovation Task Force's powers and duties is found in Appendix E to this Agreement.

e. The Parties agree that the Customers shall make energy usage data available to NYPA as required to support the activities implemented pursuant to this Article, consistent with the Customer's privacy protocols, including individual customer anonymity, law and regulation.

f. The Parties agree to work collectively for the purpose of developing a reporting process that will track and highlight annual achievements through a standardized format, and such report shall be submitted to NYPA annually. The goal of this initiative is to develop the reporting process no later than six (6) months from the Effective Date of this Agreement. The Parties acknowledge and agree that such reports shall conform to existing Commission reports for energy efficiency plans, spending and achievements, and shall conform to the reports provided by IEEP and the individual Customers. For the avoidance of doubt, the existing IEEP reports are satisfactory for these purposes.

IV. Electric Service to be Provided

a. The Authority shall provide Electric Service pursuant to the applicable Service Tariff to enable the Customer to receive its Allocation, as described in Appendix A, from the Project in accordance with this Agreement, the Service Tariffs and the Rules, and consistent with the provisions of the NRA and the FERC License. Except as provided in this Agreement and IEDP reallocations, the Authority shall not reduce the Niagara Project Power and Energy sold to the Customer below the level and rates of delivery prescribed in this Agreement.

b. In the event the Authority increases the capability of the Project, the Authority shall conduct a study to determine whether additional quantities of Firm and Peaking Hydroelectric Power and Energy will be produced. If the Authority determines that additional quantities of Firm and Peaking Hydroelectric Power and Energy will be produced from the Project as a result of such changes or upgrades, the aggregate percentage of such classes of power and/or energy to be offered to Customers shall be associated with the percentage allocations of power and energy referenced in the NRA, including the preference for public bodies and rural electric cooperatives contained in the NRA 16 U.S.C. § 836(b)(1).

c. To the extent practicable, the allocations among the Customers of additional quantities of power and energy of any type shall be in accordance with the percentages reflected in Appendix B.

V. Hydropower Curtailments and Substitute Energy

a. The Authority shall have the right to implement Planned Hydropower Curtailments for any Adverse Water Condition that the Authority anticipated and for which the Authority provided advance notice pursuant to Section V.b of this Agreement. The Authority will implement Planned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

b. The Authority will provide the Customer with advance notice of any Planned Hydropower Curtailment that in the Authority's judgment will impact Electric Service. Such notice will be provided no later than the tenth (10th) business day of the month prior to the month in which the Planned Hydropower Curtailment is expected to occur, unless the Authority is unable to provide such notice due to the circumstances that impede such notice, in which case the Authority will provide such advance notice that is practicable under the circumstances.

c. The Authority shall have the right to implement Unplanned Hydropower Curtailments for any Adverse Water Condition that the Authority did not anticipate. The Authority will implement Unplanned Hydropower Curtailments on a non-discriminatory basis as to all Authority customers that are served by the Project.

d. The Authority shall notify the Customer of the occurrence of an Unplanned Hydropower Curtailment which in the Authority's judgment will impact Electric Service to the Customer. Such notice will be provided within five (5) business days after the first occurrence of an Unplanned Hydropower Curtailment that occurs within a month, and thereafter will provide the Customer with reasonable notice under the circumstances of the potential for any other Unplanned Hydropower Curtailments that are expected to occur within such month or beyond.

e. The Authority will supply each Full Requirements Customer with Substitute Energy during Planned Hydropower Curtailments, and will supply each Full Requirements Customer and Partial Requirements Customer with Substitute Energy during Unplanned Hydropower Curtailments, provided, however, that the supply of Substitute Energy during an Unplanned Hydropower Curtailment will be for the shortest duration that is commercially reasonable considering the circumstances, including but not limited to the operating procedures of the Authority, third-party transmission or delivery utilities who deliver the Substitute Energy, and the NYISO.[1]

f. Unless otherwise agreed upon by the Parties in writing, Substitute Energy will be sourced from markets administered by the NYISO.

g. The Authority will provide each Customer with an explanation of all Planned Hydropower Curtailments and Unplanned Hydropower Curtailments, and an accounting of all charges assessed to such Customer for Substitute Energy.

h. Each Customer shall reimburse the Authority for all costs that the Authority incurs for providing Substitute Energy to such Customer when the Authority implements a Planned Curtailment. The charges for such costs shall appear on the Authority's bills, and payment of such charges are subject to the provisions of the applicable Service Tariff and the Rules relating to the payment of bills. The Authority's failure to provide notice pursuant to Section V.b or Section V.d shall not affect the obligation of any Customer to pay for Substitute Energy.

i. When the Authority implements an Unplanned Curtailment, the Customer shall reimburse the Authority for Substitute Energy provided to Customer at the preference power rate. The Authority shall calculate the difference between the market cost of Substitute Energy incurred by the Authority on behalf of preference power customers and the preference rate charges for the duration of the Unplanned Curtailment, and such difference shall be included in the annual RSR reconciliation. The Authority shall provide a notification to Customer of that differential as it becomes available through the NYISO settlement process for each Unplanned Curtailment that results in Substitute Energy purchases.

VI. NYISO

The Authority shall act as the LSE with respect to the NYISO for the Full Requirements Customers.

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[1] For the sake of clarity, the Parties acknowledge and agree that the Authority has no obligation, and by entering into this Agreement it is not undertaking any obligation, to supply Substitute Energy during Planned Hydropower Curtailments to any Partial Requirements Customer at any time.

Each Partial Requirements Customer acknowledges that it is responsible for all appropriate NYISO charges, and that the Authority does not act as the LSE for Partial Requirements Customers with respect to the NYISO.

VII. Operational Control

Nothing in this Agreement shall affect NYPA's sole operational control of the Project or require that NYPA operate the Project in any particular manner, including by way of example, a manner inconsistent with its historical operational practices or with contractual, license, or other legal requirements relating to the Project, including the FERC License.

VIII. Term and Termination of Service

Once initiated, Electric Service shall continue until the earliest of: (a) termination by Customer with respect to all or part of its Allocation upon one (1) year's prior written notice; (b) termination by the Authority pursuant to this Agreement, the applicable Service Tariff, or the Rules; or (3) September 1, 2040.

The Authority shall invite the Customer to commence good faith negotiations for the purpose of attempting to reach agreement on proposed terms and conditions for an extension of this Agreement by contacting Customer Associations, who the Customer hereby designates to act as its agent for such purpose. Such invitation shall be made no later than September 1, 2035, or on a date agreed upon by the Parties.

IX. Service Tariff; Conflicts

The Rules, Service Tariff No. 38A, or Service Tariff No. 39A, as applicable, as now in effect and/or such superseding tariffs or other tariffs as the Authority may later promulgate, all as such Rules and Service Tariffs may be later amended from time to time, by the Authority are hereby incorporated into this Agreement with the same force and effect as if herein set forth at length.

In the event of any inconsistencies, conflicts or differences between the provisions of the Service Tariff and the Rules, the provisions of the Service Tariff shall govern. In the event of any inconsistencies, conflicts or differences between the provisions of this Agreement and the Service Tariff or the Rules, the provisions of this Agreement shall govern.

To the extent the New York State Administrative Procedure Act ("SAPA") applies to any proposed change to the Rules or Service Tariffs, the applicable notice period under such statute shall apply.

The Authority shall provide the Customer with a copy of the Authority Board of Trustees' approval of any proposed change to the Rules or Service Tariffs within two (2) business days of Board approval.

To the extent the SAPA does not apply to any proposed change to the Rules or Service Tariffs, the Authority shall provide at least sixty (60) days prior written notice of the change to Customer, during which time consultation with Customers shall take place.

X. Scheduling and Settlement Procedures

NYPA will settle all Customers Native System Load uniformly and in accordance with (a) NYPA Scheduling and Settlement Procedures, and (b) NYISO principles and practices.

In the event the Authority determines that a modification to the Scheduling and Settlement Procedures and/or methodologies is necessary for consistency with this Agreement, to conform such procedures and/or methodologies to the requirements of the NYISO, or to improve the efficiency of NYPA and/or Customer operations, the Authority shall first consult with Customers and Customer Associations in order to identify and attempt to mitigate any adverse impacts on the Customers that may result from the proposed modification. Where such modification in procedure and/or methodology may result in a more than de minimis adverse impact on the Customer, such good faith consultations shall seek to maintain or restore the relative positions of the Parties with respect to the rights, obligations, benefits and burdens as contemplated at the time of execution of this Agreement. Ninety (90) days after the commencement of such consultation, NYPA will have the sole discretion to finalize such procedure and/or methodology unless one or more of the Customers in good faith informs NYPA that it cannot conform to the new procedures within that time, in which case it will be allowed a reasonable extension to make the necessary changes. Any modifications to the procedures and/or methodologies must be consistent with this Agreement and the NRA.

XI. Metering

Each Customer delivery point shall utilize revenue grade metering instrumentation, consistent with the NYISO Metering Requirements Manual (or its successor) that measures the Native System Load from all sources. In cases in which NYPA does not own the meter as of the Effective Date, NYPA shall have direct remote read access to the meter interval and register data via NYPA's MV90 system (or its successor or equivalent), and NYPA shall be invited to witness calibration test(s) of the meter. All new interconnections shall be metered by NYPA-owned metering instrumentation. In the event that NYPA determines that the cost of new interconnections to a legacy metering system is unreasonably expensive, the Customer and NYPA will meet to develop a reasonably acceptable alternative.

In the event that remote access is temporarily unavailable, Customer shall send such interval and register data to NYPA, through a medium and protocol specified by NYPA in its sole discretion, provided, however, that there shall be no requirement of a daily provision of such data during the period of temporary unavailability. Customer shall provide such data to NYPA on a reasonable but no less than weekly basis. Any requirements of this paragraph shall be at the sole cost of the Authority.

At the Customer's sole discretion, and at no cost to the Customer, the Customer may access information produced by the "Base" service level (or the "Base" service level's prospective equivalent) of NYPA's New York Energy Manager ("NYEM") based upon the data collected from Customer's electric system. Should Customer enroll in NYEM at levels other than the NYEM "Base" or its prospective equivalent, the Customer must pay the fees and associated equipment costs applicable to such level.

XII. Rates

Niagara Project Power and Energy provided by the Authority from the Project shall be sold to the Customer at cost-based rates, consistent with the NRA and the FERC License, and at the "lowest rates reasonably possible" as referred to in the NRA, § 836(b)(1) and at the "lowest possible price" as referred to in the N.Y. Public Authorities Law ("PAL") § 1005(5). The Authority shall charge and the Customer shall pay the preference power rates as adopted by the Authority's Trustees, as revised from time to time at the discretion of the Authority's Trustees, exercised in accordance with the terms and conditions of this Agreement. During the Term of this Agreement, the Customer and Customer Associations will not object to rates that apply the following Cost of Service ("CoS") provisions ("Principles and Methodologies"):

A. Recovery of the "cost of generation, plus capital and operating charges," or any other charge permitted under PAL § 1005(5);

B. The melding of the costs of the Hydro Projects for ratemaking purposes;

C. The use of Authority's 'labor/labor' method (i.e. labor ratios) for allocation of Administrative and General ("A&G") costs;

D. Recovery of capital costs and depreciation expense, as defined below.

1) The Authority's capital costs are defined as rate base (defined in XII.D.2. below) times the Authority's actual long-term debt rate as published annually in the Authority's Consolidated Financial Statements report;

2) The Authority's rate base will be comprised of net plant balances (net of accumulated depreciation), for the following: Project production and allocated general plant, St. Lawrence-FDR Project production and allocated general plant, Headquarters allocated general plant, and Clark Energy Center allocated general plant, plus applicable prepayments, materials & supplies and cash working capital (labor ratio allocators applied to all allocable costs);

3) The Authority will recover depreciation expense for plant in service, including Project production and allocated general plant, St. Lawrence-FDR Project production and allocated general plant, Headquarters allocated general plant, and Clark Energy Center allocated general plant. Depreciation expense shall not include an adjustment for inflation and shall be calculated using generally accepted accounting principles, consistent with the Authority's depreciation studies performed by outside experts and as adopted by the Authority from time to time following any applicable regulatory approvals;

E. Continued recovery of all prudent Hydro Project relicensing costs in the exercise of the Authority's broad discretion and in accordance with the Authority's obligations under its FERC licenses for the Hydro Projects;

F. Continuation of Authority's existing practice of retaining excess revenues from the sale of hydroelectric energy from the Hydro Projects after the preference power rate is set;

G. Use of the Rate Stabilization Reserve ("RSR") for the tracking of any under-collection or over-collection of the Authority's CoS developed for the Hydro Projects, as described in Appendix F;

H. In developing preference power rates, Authority to include crediting to the CoS the Hydro Project revenues from the projected sales of excess Unforced Capacity ("UCAP") and Ancillary Services revenues;

I. The use of a five-year historical average of actual generation levels of the Hydro Projects in the development of preference power rates. RSR calculations made each year will use the annual generation level;

J. Elimination of the ReCharge NY Program normalization in the preference power rate development; and

K. The RSR reconciliations, as set forth in Appendix F, will be subject to the following:

1) Excess UCAP not needed to meet firm demands of customers served from the Hydro Projects will be credited to the CoS based on the sale of such UCAP in the NYISO capacity auctions. To the extent excess UCAP is used by Authority to make bilateral transactions, preference customers shall be credited on a pro-rata basis in the RSR reconciliation based on the assumption that such quantity of excess UCAP is sold at the NYISO monthly average "Rest of State" UCAP auction prices in the wholesale market, weighted at 1/3 for the Strip auction price, 1/3 for the Monthly auction price, and 1/3 for the Spot auction price.

2) Authority's A&G expenses collected in preference rates commencing April 1, 2026 through March 31, 2031 will use a 2023 base year of $212,665,707 of actual expenses, escalated 4% annually. Such A&G expenses will not be subject to reconciliation to actual A&G in annual RSR calculations, except for reconciliation based on annual updates to the labor ratio. See Appendix G. After March 31, 2031, A&G expense will be determined by mutual agreement.

3) Authority's Operation & Maintenance ("O&M") expenses collected in preference rates commencing April 1, 2026 through March 31, 2031 will be based on budgeted projections included in Appendix G. Such O&M expenses will not be subject to reconciliation to actual O&M in annual RSR calculations, except for reconciliation of any direct O&M related to emergent work (identified through specific project coding) at the Hydro Projects. After March 31, 2031, O&M expense will be determined by mutual agreement.

4) Authority's actual Ancillary Services revenues from the Hydro Projects will be credited to the CoS.

The terms of this Agreement, to the extent that they specifically contradict the language of existing contracts and practices addressing rates, shall supersede such earlier contracts and practices. In the event the Authority ceases to employ any of the CoS Principles and Methodologies enumerated above, the Customer shall have the right to dispute such action, but shall not have the right to challenge any of the other CoS Principles and Methodologies that are employed in the CoS. Notwithstanding the foregoing, in the event that the Authority, the Customer, or the Customer Associations believe that circumstances call for adding or changing the CoS Principles or

Methodologies, the Parties and Customer Associations agree to good faith negotiations to address these matters.

XIII. Other Classes of Power and Energy

a. In the event that the Authority, in its sole discretion, and consistent with applicable law, determines that any class of power and energy other than those classes sold pursuant to Service Tariff Nos. 38A and 39A is available for sale to Customer or that additional power and energy under the applicable Service Tariffs is available for sale to Customer, the Authority shall notify Customer as soon as practicable and follow the procedures set forth in Article IV herein.

b. Customer or its representatives may raise a claim for quantities or classes of Project power and energy beyond those sold to Customer under this Agreement only if and to the extent that the Project capability existing on the date of execution hereof is modified.

XIV. [Reserved for future use]

XV. Communications

a. Prior to implementing any changes in procedures related to the sale of Firm and Peaking Hydroelectric Power and Energy provided to the Customer under this Agreement, which the Authority determines will impact the Customer, the Authority will notify the Customer of the nature of and reasons for the proposed change and the date of its proposed implementation. Except where the circumstances prevent such notice, such notice shall be provided no fewer than sixty (60) days before the change is implemented.

b. Any notification or communication required by paragraph (a) or by any other provision of this Agreement shall be provided in writing directly to the individual who has been designated by the Customer as the appropriate contact person, as set forth below:

[Name]
[Title]
[Organization]
[Address]
[phone #]
[e-mail address]

It shall be the responsibility of the individual designated above, and not the Authority, to provide the notification or communication required by paragraph

(a) to the individual employed by each Customer in the highest executive or senior managerial position with direct responsibility for electric utility matters.

c. Any notification or communication by the Customer regarding this Agreement shall be provided in writing directly to the individual in the position designated by the Authority as the appropriate contact person, as set forth below:

New York Power Authority
123 Main Street
White Plains, New York 10601
Email: PowerContracts@nypa.gov
Phone: (914) 681-6200
Attention: Manager – Power Contracts & Tariffs

d. Any change by the Authority or the Customer regarding the individual designated to receive notices or communications shall be provided in writing, via mail or email.

e. To the extent practicable, each Party shall provide the maximum time period possible for the notice required in this Article.

XVI. Legal or Regulatory Change

If at any time after the effective date of this Agreement there is any change to any law or regulation applicable to this Agreement, or to any tariff or rule of the NYISO, that substantially alters the contractual relationship between the Parties or the allocation of benefits hereunder, the Parties shall meet for the purpose of determining whether any amendments, revisions or additions to this Agreement are necessary in order to maintain or restore the benefits of this Agreement to each Party as contemplated at the time of execution hereof. If the Parties agree that an amendment, revision or addition is necessary, the Parties shall negotiate in good faith concerning any such amendment, revision or addition to this Agreement.

XVII. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York to the extent that such laws are not inconsistent with the NRA or the FERC License.

XVIII. Venue

Each Party consents to exclusive jurisdiction and venue of any state or federal court within or for Albany County, New York, with subject matter jurisdiction for adjudication of any claim, suit, action or any other proceeding in law or equity arising under or in any way relating to this Agreement.

XIX. Assignment or Transfer

The Customer may not assign or transfer any part of this Agreement unless the Authority in its sole discretion provides its prior written consent, which consent will not be unreasonably withheld, to such assignment or transfer.

XX. Previous Agreements; Modifications; and Interpretations

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the sale of the Allocation listed in Appendix A and the subject matter of this Agreement. Such agreement supersedes all previous agreements and communications between the Parties hereto, either oral or written, with reference to the subject matter of this Agreement.

The Prior Agreement is superseded and terminated effective as of the Effective Date of this Agreement, provided, however, that: (i) the Parties shall remain liable to each other for all duties, liabilities, charges and obligations due in accordance with the Prior Agreement that have accrued prior to the Effective Date.

No person who is not a Party/signatory to this Agreement shall have any rights under this Agreement.

No modifications of this Agreement shall be binding upon the Parties hereto or either of them unless such modification is in writing and is signed by a duly authorized officer of each of them.

No provision of this Agreement shall be construed against a Party on the basis that such Party drafted such provision.

XXI. Severability and Voidability

If any term or provision of this Agreement shall be invalidated, declared unlawful or ineffective in whole or in part by an order of the FERC, the Commission, or a court of competent jurisdiction, such order shall not be deemed to invalidate the remaining terms or provisions hereof.

Notwithstanding the preceding paragraph, if any provision of this Agreement is rendered void or unenforceable or otherwise modified by a court or agency of competent jurisdiction, the entire Agreement shall, at the option of either Party and only in such circumstances in which such Party's interests are materially and adversely impacted by any such action, be void and unenforceable.

NYPA and Customer agree that each and every part of this Agreement is in consideration of every other part thereof and if any provision is rendered invalid or unenforceable by the action of any public official, agency, court or other entity having jurisdiction, NYPA and Customer shall have the right to withdraw from the Agreement. The withdrawal of any Customer shall not affect the right of any other Customer to remain bound by this Agreement.

XXII. Waiver

Any waiver at any time by either the Authority or the Customer of their rights with respect to a default or of any other matter arising out of this Agreement shall not be deemed to be a waiver with respect to any other default or matter. No waiver by either Party of any rights with respect to any matter arising in connection with this Agreement shall be effective unless made in writing and signed by the Party making the waiver.

XXIII. Execution

To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto. The delivery of an executed counterpart of this Agreement as a PDF or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or similar electronic means shall be legal and binding and shall have the same full force and effect as if an original executed counterpart of this Agreement had been delivered.

XXIV. Effectiveness of Agreement

This Agreement shall take effect on the Effective Date.

CUSTOMER

By: ____

____
Authorized Officer's Title

Date: ____

Accepted:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: ____

____
Authorized Officer's Title

Date: ____

APPENDIX A

ALLOCATION INFORMATION

Firm and Peaking Hydroelectric Power and Energy Service pursuant to Service Tariff No. 38A - 28,932 kW ("Contract Demand")

The Contract Demand described in this Appendix A represents the Customer's single system allocation as of the Effective Date. The Contract Demand includes the impact of all previous IEDP adjustments. NYPA will provide documentation to Customer of any future change(s) in Contract Demand in accordance with Article XV of this Agreement, but will not revise this Appendix. Customer's Contract Demand may change from time to time in accordance with this Agreement and Service Tariff No. 38A.

APPENDIX B

HISTORICAL PREFERENCE HYDRO ALLOCATIONS WITHOUT IMPACTS OF INDUSTRIAL ECONOMIC DEVELOPMENT POWER ALLOCATIONS AND EFFICIENCY GAINS

To the extent practical and in accordance with Article IV of this Agreement, historical preference hydro allocations as of June 1989 without the impacts of IEDP allocations and efficiency gains of the Project as described within this Appendix B shall be utilized to allocate among the Customers, additional quantities of Firm Hydroelectric Peaking Power, Firm Hydroelectric Peaking Energy, and other newly developed or categorized classes of power and energy or other products that become available with changes in the electric system.

Customer	Allocation (kW)	Allocation (%)
Akron	7,800	1.0372%
Andover	1,400	0.1862%
Angelica	1,600	0.2128%
Arcade	24,200	3.2181%
Bath	13,500	1.7952%
Bergen	2,400	0.3191%
Boonville	12,900	1.7154%
Brocton	2,700	0.3590%
Castile	1,500	0.1995%
Churchville	3,400	0.4521%
Delaware	9,400	1.2500%
Endicott	9,300	1.2367%
Fairport	76,700	10.1995%
Frankfurt	3,400	0.4521%
Freeport	38,500	5.1197%
Green Island	2,500	0.3324%
Greene	6,800	0.9043%
Greenport	5,300	0.7048%
Groton	4,400	0.5851%
Hamilton	10,800	1.4362%
Holley	4,300	0.5718%
Ilion	12,800	1.7021%

APPENDIX B

Jamestown	73,700	9.8005%
Lake Placid	29,300	3.8963%
Little Valley	3,800	0.5053%
Marathon	4,100	0.5452%
Massena	22,800	3.0319%
Mayville	4,500	0.5984%
Mohawk	4,300	0.5718%
Oneida-Madison	3,500	0.4654%
Otsego	7,900	1.0505%
Penn Yan	11,800	1.5691%
Philadelphia	2,100	0.2793%
Plattsburgh	103,000	13.6968%
Richmondville	2,700	0.3590%
Rockville Centre	28,800	3.8298%
Rouses Point	13,900	1.8484%
Salamanca	13,000	1.7287%
Sherburne	12,900	1.7154%
Sherrill	11,700	1.5559%
Silver Springs	900	0.1197%
Skaneateles	5,100	0.6782%
Solvay	53,200	7.0745%
Spencerport	12,500	1.6622%
Springville	9,300	1.2367%
Steuben	12,600	1.6755%
Theresa	1,500	0.1995%
Tupper Lake	18,800	2.5000%
Watkins Glen	6,200	0.8245%
Wellsville	10,200	1.3564%
Westfield	12,300	1.6356%
Total	752,000	100.000%

APPENDIX C

FULL REQUIREMENTS CUSTOMERS - ZERO EMISSION CREDIT CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Appendix, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. 38A, or in the Rules.

"Affected LSEs" has the meaning provided in Section II.2 of this Appendix C.

"CES Order" means the Order issued by the PSC entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing such Order or the RES.

"Full Requirements Customers ZEC Costs" has the meaning provided in Section II.4.b of this Appendix C.

"Government Action" has the meaning provided in Section II.7 of this Appendix C.

"Load Serving Entity" or "LSE", for the purpose of this Appendix, has the meaning provided in the CES Order.

"NYSERDA" means the New York State Energy Research and Development Authority.

"Public Service Commission" means the New York State Public Service Commission.

"Renewable Energy Standard" or "RES" means the Renewable Energy Standard adopted by the State in the CES Order.

"RES Compliance Program" means a program or initiative that the Authority has adopted for the purpose of meeting the RES for the load that the Authority serves under its power programs as authorized in the Power Authority Act.

"State Energy Plan" means the 2015 New York State Energy Plan as amended from time to time.

"Zero Emission Credit" or "ZEC" has the meaning provided in the CES Order.

APPENDIX C

"Zero Emission Credit Charge" or "ZEC Charge" means the charge to the Full Requirements Customer established in this Appendix C.

"ZEC Purchase Obligation" has the meaning provided in Section II.2 of this Appendix C.

"ZEC Program Year" has the meaning provided in Section II.2 of this Appendix C.

II. ZEC CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. 38A or the Rules, each Full Requirements Customer shall be subject to a ZEC Charge as provided in this Appendix C. The monthly ZEC Charge shall be in addition to all other charges, fees and assessments provided for in the Agreement, Service Tariff No. 38A and the Rules. By accepting Electric Service under the Agreement, each Full Requirements Customer agrees to pay the ZEC Charge.

2. As provided in the CES Order, the Public Service Commission, as part of the CES and Tier 3 of the Renewable Energy Standard, imposed an obligation on Load Serving Entities that are subject to the CES Order ("Affected LSEs") to purchase Zero Emission Credits from NYSERDA in an amount representing the Affected LSE's proportional share of ZECs calculated on the basis of the amount of electric load the LSE serves in relation to the total electric load served by all LSEs in the New York Control Area, to support the preservation of existing at risk nuclear zero emissions attributes in the State (the "ZEC Purchase Obligation"). The ZEC Purchase Obligation is implemented on the basis of program years running from April 1 through March 31 of each year ("ZEC Program Year").

3. The ZEC Charge is part of a RES Compliance Program that the Authority has adopted for the purpose of supporting the CES and Tier 3 of the RES and implementing Authority power programs in a manner that is consistent with the New York State Energy Plan. The Authority will comply with the CES and Tier 3 of the RES by applying a form of ZEC Purchase Obligation to the end-user load for which the Authority serves as LSE, including the load that the Authority serves to the Full Requirements Customers.

4. The ZEC Charge, which is intended to recover from each Full Requirements Customer the costs that the Authority incurs for purchasing ZECs in quantities that are attributable to each Full Requirements Customer's load served under this Agreement, will be determined and assessed to each Full Requirements Customer as follows:

APPENDIX C

a. The cost of the total ZEC Purchase Obligation for all LSEs in the New York Control Area, including the Authority as an Affected LSE, will be assessed pursuant to the methodology provided in the CES Order. The Authority will purchase its proportionate share of ZECs from NYSERDA based on the proportion of the forecasted total kilowatt-hours load served by the Authority (i.e., total Authority LSE load) in relation to the forecasted total kilowatt-hours load served by all LSEs in the New York Control Area as provided in the CES Order. The ZEC Purchase Obligations may be based on initial load forecasts with reconciliations made at the end of each ZEC Program Year by NYSERDA.

b. The Authority will allocate costs from its ZEC Purchase Obligation between its power programs/load for which it serves as load serving entity, including the Full Requirements Customers load that it serves (the "Full Requirements Customers ZEC Costs"). Such allocation will be based on the forecasted kilowatt-hours load of the Full Requirements Customers to be served by the Authority in relation to the forecasted total kilowatt-hours load served by the Authority (total Authority LSE load) for each ZEC Program Year. In addition, any balance resulting from the ZEC Program Year-end reconciliation of ZEC Purchase Obligations will be allocated to the Full Requirements Customers based on the proportion of the actual annual kilowatt-hours load served to such Full Requirements Customers to total actual annual kilowatt-hours load served by the Authority (total Authority LSE load).

c. The Authority will allocate a portion of the Full Requirements Customers ZEC Costs to each Full Requirements Customer as the ZEC Charge based on the proportion of each Full Requirements Customer's forecasted annual kilowatt-hours load to be purchased by the Full Requirements Customer to total kilowatt-hours load to be served by the Authority to the Full Requirements Customers (i.e., forecasted Full Requirements Customers level load). In addition, any balance resulting from the ZEC Program Year-end reconciliation of the ZEC Purchase Obligation referenced above will be passed through to the Full Requirements Customer based on the proportion of the Full Requirements Customer's actual annual kilowatt-hours load purchased under this Agreement to total actual annual kilowatt-hours load served to the Full Requirements Customers by the Authority (actual Full Requirements Customers level load). The ZEC Charge assessed to the Full Requirements Customers shall not include any costs resulting from the Authority's inability to collect a ZEC Charge from any other Authority customer.

5. The Authority may, in its discretion, include the ZEC Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill each Full Requirements Customer for the ZEC Charge pursuant to another

APPENDIX C

Authority-established procedure. In either case, the ZEC Charge shall be billed monthly.

The Authority may, in consultation with affected Full Requirements Customers, but in its sole discretion modify the methodology used for determining the ZEC Charge and the procedures used to implement such ZEC Charge on a nondiscriminatory basis among affected Full Requirements Customers, upon consideration of such matters as Public Service Commission orders modifying or implementing the CES Order, guidance issued by the New York Department of Public Service, and other information that the Authority reasonably determines to be appropriate to the determination of such methodology. The Authority shall provide Full Requirements Customers with reasonable notice of any modifications to the methodology or procedures used to determine and implement the ZEC Charge.

6. Nothing in this Appendix shall limit or otherwise affect the Authority's right to charge or collect from the Full Requirements Customers any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of Service Tariff No. 38A or the Rules.

7. If the ZEC Purchase Obligation is modified or terminated by the Public Service Commission or other controlling governmental authority (collectively, "Government Action"), the Authority shall modify or terminate the ZEC Charge, and assess any additional charges or provide any credits to the Full Requirements Customers, to the extent that the Authority determines such actions are appropriate based on such Government Action.

APPENDIX D

FULL REQUIREMENTS CUSTOMERS – MONTHLY RENEWABLE ENERGY CREDIT CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. 38A, or in the Rules.

"Alternative REC Compliance Program" has the meaning provided in Section III.1 of this Appendix D.

"Annual REC Percentage Target" has the meaning provided in Section II.2 of this Appendix D.

"CES Order" means the Order issued by the Public Service Commission entitled "Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E-0270, and includes all subsequent orders amending, clarifying and/or implementing such Order or the RES.

"Clean Energy Standard" or "CES" means the Clean Energy Standard adopted by the State in the CES Order.

"Load Serving Entity", for the purpose of this Appendix, has the meaning provided in the CES Order.

"Mandatory Minimum Percentage Proportion" has the meaning provided in the CES Order.

"Monthly Renewable Energy Credit Charge" or "Monthly REC Charge" means the monthly charge to the Customer established in this Appendix D.

"NYSERDA" means the New York State Energy Research and Development Authority.

"Public Service Commission" means the New York State Public Service Commission.

"Renewable Energy Credit" or "REC" refers to a qualifying renewable energy credit as described in the CES Order.

"State Energy Plan" means the 2015 New York State Energy Plan as amended from time to time.

APPENDIX D

"RES Compliance Program" means a program or initiative that the Authority has adopted for the purpose of meeting the RES for the load that the Authority serves under its power programs as authorized in the Power Authority Act.

"Renewable Energy Standard" or "RES" means the Renewable Energy Standard adopted by the State in the CES Order.

"REC Compliance Measures" mean: (1) the Authority's procurement of RECs from NYSERDA in accordance with NYSERDA procedures and/or the CES Order; (2) the Authority's procurement of RECs from available REC markets; (3) the Authority's procurement of RECs from sources other than those identified in items (1) and (2) of this definition, including through a procurement process adopted by the Authority; and/or (4) any other measure that the PCS authorizes a Load Serving Entity to implement for the purpose of meeting the applicable Mandatory Minimum Percentage Proportion.

"Total Monthly Full Requirements Customers Load" has the meaning provided in Section II.3.b of this Appendix D.

"Total Monthly REC Costs" has the meaning provided in Section II.3.b of this Appendix D.

II. MONTHLY REC CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff No. 38A or the Rules, each Full Requirements Customer shall be subject to a Monthly REC Charge as provided in this Appendix D. The Monthly REC Charge is in addition to all other charges, fees and assessments provided in the Agreement, Service Tariff No. 38A and the Rules. By accepting Electric Service under the Agreement, each Full Requirements Customer agrees to pay the Monthly REC Charge assessed to it.

2. The Monthly REC Charge is part of a RES Compliance Program that the Authority has adopted for the purpose of complying with the CES and Tier 1 of the RES and implementing the power allocations and sales made under Authority power programs in a manner that is consistent with the New York State Energy Plan, pursuant to which the Authority will invest in new renewable generation resources to serve its customers. Such investments will be made through the procurement of RECs or other REC Compliance Measures in a manner that is intended to address the annual Mandatory Minimum Percentage Proportions as applied by the Authority to the total Full Requirements Customers load that the Authority will serve each calendar year (the "Annual REC Percentage Target") for the purpose of ultimately meeting the RES.

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3. The Monthly REC Charge, which is intended to recover from each Full Requirements Customer costs that the Authority incurs for implementing REC Compliance Measures that are attributable to the load of each such Full Requirements Customer served under this Agreement, will be determined and assessed to the Customer as follows:

   a. The Authority shall have the right, for each calendar year to implement such REC Compliance Measures as it determines in its discretion to be appropriate for the purpose of meeting the Annual REC Percentage Target for the total Full Requirements Customers load that it will serve during such calendar year.

   b. The Authority will, for each month of each calendar year, calculate the total costs ("Total Monthly REC Costs") that the Authority has incurred or estimates that it will incur from implementing RES Compliance Measures for the purpose of meeting the Annual REC Percentage Target for the total Full Requirements Customers kilowatt-hour load for the month ("Total Monthly Full Requirements Customers Load"). The Total Monthly REC Costs may be calculated based on forecasts of the Total Monthly Full Requirements Customers Load that the Authority expects to serve for the month, or on a lagged basis based on the actual Total Monthly Full Requirements Customers Load that the Authority served for the month.

   c. Each month, the Authority will assess to each Full Requirements Customer, as a Monthly REC Charge, an amount which will represent the Full Requirements Customer's share of the Total Monthly REC Costs assessed to the Total Monthly Full Requirements Customers Load. The Monthly REC Charge will be assessed as the proportion of the Full Requirements Customer's total kilowatt-hours load served by the Authority for such month to the Total Monthly Full Requirements Customers Load served by the Authority for such month, provided, however, that:

      i. the Monthly REC Charge to the Customer shall not include any costs associated with the Authority's inability to collect the Monthly REC Charge from other Authority customers; and

      ii. the effective per-MWh rate of the Monthly REC Charge to the Customer averaged over the REC Program Year to which the Annual REC Percentage Target applies shall not exceed the per-MWh rate of a Monthly REC Charge based on NYSERDA's published REC price for the REC Program Year.

4. The Authority may, in its discretion, include the Monthly REC Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Full Requirements Customers for the Monthly REC Charge pursuant

to another Authority-established procedure. In either case, the REC Charge shall be billed monthly.

5. The Authority will, at the conclusion of each calendar year in which it assesses a Monthly REC Charge, conduct a reconciliation process based on the actual costs that it incurred for REC Compliance Measures and actual load served for the year, compared with cost or load estimates or forecasts, if any, that the Authority used to calculate the Full Requirements Customer's Monthly REC Charges during the year. The Authority will issue a credit, or an adjusted final charge for the year, as appropriate, based on the results of such reconciliation process. Any such final charge shall be payable within the time frame applicable to the Authority's bills for Electric Service under this Agreement or pursuant to any other procedure established by the Authority pursuant to Section II.4 of this Appendix D.

6. Notwithstanding the provisions of Section II.3 of this Appendix D, if Electric Service for a Full Requirements Customer's Allocation is commenced after the Authority has implemented REC Compliance Measures for the year in which such Electric Service is commenced, and as a result the Full Requirements Customer's load cannot be accounted for in such REC Compliance Measures, the Authority may in its discretion implement separate REC Compliance Measures in order to meet the Annual REC Percentage Target for such Full Requirements Customer's load for the year, and bill the Full Requirements Customer for the costs associated with such separate REC Compliance Measures. For the avoidance of doubt, the reconciled annual REC Compliance Charge for a Full Requirements Customer can never exceed the Full Requirements Customer's total annual load multiplied by the Annual REC Percentage Target for that year multiplied by NYSERDA's published REC price for the REC Program Year.

7. Nothing in this Schedule shall limit or otherwise affect the Authority's right to charge or collect from the Customer, any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of Service Tariff No. 38A or the Rules.

III. ALTERNATIVE REC COMPLIANCE PROGRAM

1. Nothing in this Appendix D shall be construed as preventing the Parties from entering into other agreements for an alternative arrangement for the Authority to meet the Annual REC Percentage Target with respect to the Full Requirements Customer's Allocation, including but not limited to Customer self-supply of RECs, alternative REC compliance programs and cost allocation mechanisms, in lieu of the Monthly REC Charge provided in this Appendix D (collectively, "Alternative REC Compliance Program").

APPENDIX D

2. The Authority shall communicate at least biennially with the Full Requirements Customers concerning implementation of the RES Compliance Program and potential Alternative REC Compliance Programs, if any, that the Authority is offering or expects to offer.

APPENDIX E

JOINT CUSTOMER/NYPA TASK FORCES: POWERS AND DUTIES

1. The Implementation Task Force shall be composed of up to three representatives from each of NYPA and MEUA respectively and two representatives from NYAPP. The Implementation Task Force shall meet at a minimum, every six months. The Implementation Task Force shall also identify and assist those non-compliant Customers to stay on track prior to NYPA initiating any further actions to enforce the terms of the LTA. The Implementation Task Force shall have a defined, limited time period, of not less than six months, to encourage and support a corrective action plan that will ensure proper compliance. If within one month after the defined time period, the Customer has not completed a mutually agreeable corrective action plan, as between NYPA and the Customers, then NYPA reserves the right to direct the Customer to implement reasonable measures within a reasonable time frame and may, at NYPA's sole discretion, direct the use of the funds collected under Article III(b), supra, to satisfy the intent of this Appendix; provided, however, that NYPA shall first consult with the non-NYPA Implementation Task Force members prior to any such actions directing the Customer to implement such measures and use such funds in a manner consistent thereto. After the exhaustion of remedies by the Customer, NYPA's exclusive enforcement mechanism under this Appendix is to direct the collection of a 1 mil adder and to direct the Customer to spend such adder on a qualified program. Notwithstanding the foregoing, to the extent the Commission has jurisdiction over the Customer, such corrective action plans may be subject to Commission approval.

2. The Technology & Innovation Task Force shall be composed of up to three representatives from each of NYPA and MEUA respectively and two representatives from NYAPP, and may have additional members, including but not limited to the New York State Energy Research and Development Authority, the Electric Power Research Institute, the Large Public Power Council, and the Independent Energy Efficiency Program, as appropriate. The Technology & Innovation Task Force shall meet at a minimum, every six months. The Technology & Innovation Task Force will investigate and pursue as appropriate, technologies and innovations at the locus of New York State energy policy, Customer needs, and Authority leadership.

3. With NYPA's support, the Customers may pursue with best efforts additional funding resources (Federal and State) for all Customers to access in support of larger-scale and multi-Customer projects.

APPENDIX F

NEW YORK POWER AUTHORITY RATE STABILIZATION RESERVE METHODOLOGY

The Rate Stabilization Reserve (or RSR) is a rate making mechanism by which NYPA reconciles its actual annual cost of service and revenues to the projections used to set rates. The purpose is to reconcile the projected cost of service as defined herein and associated revenues to actuals. The difference is then added to or subtracted from the reserve (the accumulation of previous annual differences). If the absolute value of the reserve exceeds $25MM, the excess will be charged or credited to Customers. The Parties recognize that the current RSR methodology may be changed if such change is deemed to be advantageous to the Parties. Any Party may propose changes to the RSR calculation method. Following notification of a proposed change, the Parties will engage in good faith discussions about the proposed change. It is presently calculated consistent with Service Tariff Nos. 38A and 39A regarding the Flow Adjustment Computation (FAC). The annual calculation (an example of which is included below) is described below:

1. Calculate the total Cost of Service (CoS) for the Hydro Projects. Costs include: Operations and Maintenance, relicensing costs, Administrative and General Costs, Depreciation and Capital Costs (using rate base times the Authority's actual long-term debt rate as set forth in Article XII).

2. Evaluate revenues to be assessed against the total CoS as follows:
   a) UCAP Credit will be the actual revenues from excess UCAP sales[2], including calculated revenues associated with internal transfers of UCAP for NYPA's non-hydro customers, and accounting for UCAP adjustments for firm supply customers with locational capacity requirements.
   b) Ancillary Services Revenues will be the actual revenues from the Hydro Projects' sale of all existing Ancillary Services, and any future Ancillary Services authorized under the NYISO Tariffs.
   c) Demand Sales Revenues will be determined by multiplying the sum of the Hydro Projects' firm customer billed demands by the preference power demand rate.
   d) Energy Sales Revenues will be determined by multiplying Hydro Projects' annual metered generation by the preference power energy rate.

3. Calculate the difference between the total CoS in Step 1 and the sum of the revenues established in Step 2 above ("Total Annual Surplus/(Shortfall)").

4. Divide the Total Annual Surplus/(Shortfall) by the Hydro Projects' annual metered generation ("Annual RSR Rate").

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[2] As part of the CoS, NYPA will credit the excess UCAP revenues from the Hydro Projects' sales into the various NYISO auction markets. UCAP credits associated with NYPA's bilateral transactions will be done in accordance with Section XII.K.1.

APPENDIX F

5. Multiply the Annual RSR Rate by the actual energy from preference power rate customers ("Annual RSR Contribution").

6. Add the Annual RSR Contribution to the RSR balance from the prior year-end to get the current year-end RSR balance.

7. If the current year-end balance is in excess of +/- $25 million, the excess would be subject to a credit or a surcharge in the subsequent rate year.

APPENDIX F

RSR EXAMPLE

NEW YORK POWER AUTHORITY
HYDROELECTRIC PROJECTS
RATE STABILIZATION RESERVE (RSR) COMPUTATION
ILLUSTRATIVE EXAMPLE

Line No.	Description	PRIOR YEAR	CURRENT YEAR
[1]	**Total COS**		$350,000
[2]	Preference Power Demand Rate ($/kW)		$4.70
[3]	Preference Power Energy Rate ($/MWh)		$4.92
[4]	Firm Customer Demands (MW)		31,500
[5]	Annual Generation (GWh)		23,000
[6]	**Revenue Sources**		
[7]	UCAP Credit		$50,000
[8]	Ancillary Services		$22,000
[9] = [2]*[4]	Demand Sales Revenues		$148,050
[10] = [3]*[5]	Energy Sales Revenues		$113,160
[11] = [7]+[8]+[9]+[10]	**Total Revenue Sources**		**$333,210**
[12] = [11]-[1]	**Total Annual Surplus/(Shortfall)**		($16,790)
[13] = [12]/[5]	**Annual RSR Rate**		($0.73)
[14]	Preference Power Energy (GWh)		6,941
[15] = [13]*[14]	**Annual RSR Contribution**		($5,067)
[16]	**RSR Balance at Year End**	$0	($5,067)

Note: All $ values in $ Thousands unless otherwise stated

APPENDIX G

Cost Projection Assumptions (In $ Millions)

Gross Administrative & General (A&G)	Labor Ratios[2]	2025	2026	2027	2028	2029	2030	2031
Gross HQ A&G[1]	38.74%	$211.95	$220.43	$229.25	$238.42	$247.96	$257.87	$268.19
Gross R&D General[1]	38.74%	$4.59	$4.78	$4.97	$5.17	$5.37	$5.59	$5.81
Gross R&D Production[1]	62.98%	$1.50	$1.56	$1.62	$1.69	$1.76	$1.83	$1.90
Gross NIA & STL A&G (Reg Comm Fees)[1]	100%	$4.44	$4.61	$4.80	$4.99	$5.19	$5.40	$5.61
Gross NIA & STL A&G (Other)[1]	61.51%	$7.41	$7.71	$8.02	$8.34	$8.67	$9.02	$9.38
Total Gross A&G[1]		$229.90	$239.09	$248.66	$258.60	$268.95	$279.71	$290.90

Allocated A&G	Labor Ratios[2]	2025	2026	2027	2028	2029	2030	2031
HQ A&G[2]	38.74%	$82.11	$85.39	$88.81	$92.36	$96.06	$99.90	$103.89
R&D General[2]	38.74%	$1.78	$1.85	$1.92	$2.00	$2.08	$2.16	$2.25
R&D Production[2]	62.98%	$0.95	$0.98	$1.02	$1.06	$1.11	$1.15	$1.20
NIA & STL A&G (Reg Comm Fees)[2]	100%	$4.44	$4.61	$4.80	$4.99	$5.19	$5.40	$5.61
NIA & STL A&G (Other)[2]	61.51%	$4.56	$4.74	$4.93	$5.13	$5.33	$5.55	$5.77
Total Allocated A&G[2]		$93.83	$97.58	$101.49	$105.55	$109.77	$114.16	$118.73

[1] Projected amounts *will not* be subject to reconciliation in annual RSR calculations.

[2] Projected amounts *will* be subject to reconciliation in annual RSR calculations based on the annual updates to labor ratios.

Operation & Maintenance (O&M)	2025	2026	2027	2028	2029	2030	2031
NIA Direct O&M[1]	$52.72	$61.46	$57.07	$45.36	$46.69	$48.05	$49.44
STL Direct O&M[1]	$26.30	$28.79	$30.37	$30.72	$31.62	$32.54	$33.48
NIA Indirect O&M[1]	$11.50	$11.96	$12.44	$12.82	$13.19	$13.57	$13.97
STL Indirect O&M[1]	$7.27	$7.56	$7.87	$8.10	$8.34	$8.58	$8.83
Grants, Relicensing & Settlements[2]	$14.43	$16.43	$16.43	$16.43	$16.43	$16.43	$16.43
Total O&M	$112.23	$126.20	$124.18	$113.43	$116.26	$119.17	$122.15

[1] Projected amounts *will not* be subject to reconciliation in annual RSR calculations. Actual emergent work at the NIA and STL facilities *will* be subject to reconciliation through the annual RSR calculations.

[2] Projected amounts *will* be subject to reconciliation in annual RSR calculations.

docusign

Certificate Of Completion

Envelope Id: BB60E5A2-F837-4AB1-AFFC-F510C904B8B4 | Status: Sent

Subject: Agreement for the Sale of Niagara Project Wholesale Power and Energy to Village of Lake Placid

Source Envelope:

Document Pages: 40	Signatures: 0	Envelope Originator:
Certificate Pages: 7	Initials: 0	NYPA Power Contracts
AutoNav: Enabled		pct@nypa.gov
EnvelopeId Stamping: Enabled		IP Address: 170.85.75.105
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		

Record Tracking

Status: Original 3/13/2026 9:28:39 AM	Holder: NYPA Power Contracts pct@nypa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: New York Power Authority	Location: Docusign

Signer Events	Signature	Timestamp
Art Devlin mayordevlin@villageoflakeplacid.ny.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/12/2026 12:11:32 PM ID: 3fac9843-cf7e-404b-bbdf-9779217742db		Sent: 3/13/2026 9:55:44 AM
Mr. Steve Vancol steve.vancol@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
John R. Koelmel secretaryoffice@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/12/2026 3:51:43 PM ID: 43b1d540-c52c-455b-be8a-fb4f1be389da		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Power Contracts powercontracts@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/13/2026 9:55:40 AM

Carbon Copy Events	Status	Timestamp
Joseph Crimi Joseph.Crimi@nypa.gov New York Power Authority Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/13/2026 9:55:41 AM
Ryan Grieco Ryan.Grieco@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/13/2026 9:55:41 AM
Nicole Russo Nicole.Russo@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/13/2026 9:55:42 AM
Mr. Steve Vancol steve.vancol@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/13/2026 9:55:42 AM
Kimball Daby kdaby@villageoflakeplacid.ny.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/29/2023 9:38:18 AM ID: c4568a49-fce7-4503-ab74-88e348acf8b9	COPIED	Sent: 3/13/2026 9:55:43 AM Viewed: 3/13/2026 10:29:45 AM
Power Contracts powercontracts@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Joseph Crimi Joseph.Crimi@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ryan Grieco Ryan.Grieco@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Nicole Russo Nicole.Russo@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Carbon Copy Events	Status	Timestamp
Not Offered via Docusign		
Kimball Daby kdaby@villageoflakeplacid.ny.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/29/2023 9:38:18 AM ID: c4568a49-fce7-4503-ab74-88e348acf8b9		
Power Contracts powercontracts@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Joseph Crimi Joseph.Crimi@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ryan Grieco Ryan.Grieco@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Nicole Russo Nicole.Russo@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
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Mr. Steve Vancol steve.vancol@nypa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2026 9:55:40 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New York Power Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New York Power Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: david.work@nypa.gov

To advise New York Power Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at david.work@nypa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New York Power Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to david.work@nypa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New York Power Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to david.work@nypa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New York Power Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New York Power Authority during the course of your relationship with New York Power Authority.

Contract No.: BOE-26-0026

LEASE AGREEMENT

THIS AGREEMENT made as of this 1st day of January, **2026**, by and between:

ESSEX COUNTY BOARD OF ELECTIONS, a County Board of Elections ("CBOE") existing under and by virtue of the Laws of the State of New York, having its principal offices located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as "Lessee"; and

LAKE PLACID VILLAGE, INC., a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices located at 2693 Main Street, Suite 204, Lake Placid, NY 12946 ("Municipality"), hereinafter referred to as "Lessor".

W I T N E S S E T H:

WHEREAS, the parties hereto are desirous of entering into a Lease whereby the Lessee will lease from the Lessor as and for a polling site for **Voting and Early Voting** for **2026** property herein described; and

NOW, THEREFORE, in consideration of $1.00 per each election event, lawful money of the United States of America and other good and valuable consideration and of the mutual covenants and promises hereinbelow contained, the parties hereto do hereby agree as follows:

1. Lessor does hereby grant, demise and lease a part of the building located at 31 Parkside Drive, Lake Placid, NY 12946 being the David H. Ackerman room to the Essex County Board of Elections for the conduct of **Early Voting** for the year **2026** on the following dates or as otherwise scheduled, to wit:

   (a) Special Election Early Voting: at a date and time to be determined. Hours to be provided in advance to Lessor.

   (b) Primary Election Early Voting: June 13, 2026 through June 21, 2026. Hours to be provided in advance to Lessor. Hours are set by NYS Law.

   (c) General Election Early Voting: October 24, 2026 through November 1, 2026; Hours to be provided in advance to Lessor.

3. The Lessee shall hold harmless and shall defend and indemnify Lessor, its officers, agents and employees, from any and all liability imposed on the Lessor, its officers, agents and/or employees arising from the damages and injuries by third parties caused by acts, omissions, negligence, active or passive, of the Lessee.

4. The Lessor shall hold harmless and shall defend and indemnify Lessee, its officers, agents and employees, from any and all liability imposed on the Lessee, its officers, agents and/or employees arising from the damages and injuries by third parties caused by acts, omissions, negligence, active or passive, of the Lessor.

5. Adequate space and set up of tables and chairs for the inspectors and the public must be provided. A minimum of two tables and ten chairs in the polling place shall be made available by Lessor.

6. Lessor shall provide adequate heat, light (both inside and outside) and electricity.

7. Lessor shall provide the County Board of Elections with reasonable advance access to the polling site to permit the delivery of polling equipment and the removal of polling equipment.

8. Lessor shall notify the County Board of Elections in advance of any scheduled events that may require special arrangements.

9. The County Board of Elections shall not commence services under this Lease until it has obtained all insurance required under this Paragraph and such insurance has been approved by Lessor:

(A) General Liability and Property Damage Insurance: Essex County shall take out and maintain during the life of this Contract such General Liability and Property Damage Insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this Lease. The amount of such insurance shall be as follows: (I) General Liability Insurance in an amount not less than $1,000,000.00 for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $1,00,000.00 on account of any one occurrence; (ii) Property Damage Insurance in an amount not less than $300,000.00 for damage on account of all occurrences.

Lessee shall furnish the above insurances to the Lessor and shall also name the Lessor as an additional named insured on said policies.

10. This Agreement is governed by the laws of the State of New York.

11. This Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, Lessor has caused its corporate seal to be affixed hereto and these presents to be signed by Art Devlin, Mayor, its duly appointed to do so and to be attested to by its Clerk and the Essex County Board of Elections, through the County of Essex, has caused its corporate seal to be affixed hereto and these presents to be signed by its County Manager the day and year first above written.

LAKE PLACID VILLAGE INC.

By:______________________________
Art Devlin, Mayor

ESSEX COUNTY ACTING ON BEHALF OF
ESSEX COUNTY BOARD OF ELECTIONS

By:______________________________________
John Michael Mascarenas, County Manager

LAKE PLACID VILLAGE, INC.

Resolution #TBD - 2026

Naming of Tuscarora Trail

On motion by Trustee __________, seconded by Trustee ____________, the Board duly resolved as follows:

To confirm the name of the private road off Cherokee Way is Tuscarora Trail, as stated on Google Maps and recognized by the Lake Placid Fire Department. There is no material change to this road.

Dated: March 16, 2026

State of New York
County of Essex SS:
Village of Lake Placid

I, Anita Anthony Estling, Village Clerk of the Village of Lake Placid, DO HEREBY CERTIFY, that the above Resolution was adopted by the Village Board of the Village of Lake Placid at a Regular Board Meeting held on March 16, 2026.

(SEAL)

I DO FURTHER CERTIFY that each of the members of said Village Board had due notice of said meeting and that Mayor Art Devlin, Trustee Jackie Kelly, Trustee Andrew Quinn, Trustee Marc Galvin and Trustee Katie Brennan were present.

____
Anita Anthony Estling, Village Clerk

Village of Lake Placid, New York
REQUEST FOR QUALIFICATIONS

Architectural/Engineering Professional Services

For

New York State Environmental Facilities Corporation Clean Water State Revolving Fund (CWSRF) 2025 - Engineering Planning Grant (EPG) #119568

Issued: March 17, 2026

Proposal Deadline: March 31, 2026

Submit Proposals to:

Mindy Goddeau

Treasurer, Village of Lake Placid

2693 Main Street, Suite 102

Lake Placid, New York 12946

REQUEST FOR QUALIFICATIONS

Village of Lake Placid, New York

Architectural/Engineering Professional Services

For

Engineering Planning Grant (EPG) #119568

Contents

1. Invitation to Bid
2. Background
3. Scope of Services Requested
4. Required Submittals
5. Submission Instructions
6. Selection Process

REQUEST FOR QUALIFICATIONS

Village of Lake Placid, New York

<u>Architectural/Engineering Professional Services</u>

<u>For</u>

<u>Engineering Planning Grant (EPG) #119568</u>

1. Invitation to Bid

The Village of Lake Placid seeks proposals from qualified engineering firms to complete the Engineering Planning Grant (EPG) #119568. The EPG is intended to provide a comprehensive evaluation of the Village's wastewater collection system in the areas indicated in the attached maps. Interested firms are required to respond by March 31, 2026 at 2:00 pm with the information requested herein. Any questions related to the RFQ shall be directed to Village Treasurer, Mindy Goddeau at the Village Offices, (518) 523-2597 ext 138, or by email at treasurer@villageoflakeplacid.ny.gov. Questions on this RFP will be accepted by the Village Treasurer until 4:00 pm on March 27, 2026.

2. Background

The Village of Lake Placid is a municipality located in Essex County. The iconic Village is one of the primary economic drivers in the North Country, with the Village and environs hosting thousands of national and international visitors throughout the year. This EPG will investigate the Village's sewer main in the lower section of Main Street, from 2578 Main Street to 2776 Main Street, due to concerns regarding inflow and infiltration (I&I) issues and condition of the aging infrastructure. Maps of the Village's wastewater collection system and the study areas are attached. The objective of the investigation is to assess the collection system and develop a capital improvement plan that will effectively allocate resources and secure funding for future system upgrades. The Engineering Report, funded by this EPG, shall include recommendations for improvement in the form of a Capital Improvement Plan.

Findings of the EPG Study will be summarized in an Engineering Report, which must follow the current version of the New York State Environmental Facility Corporation (NYSEFC) Engineering Report Outline. The Engineering Report will be used for an Intended Use Plan (IUP) listing and Clean Water State Revolving Fund (CWSRF) application for eventual project funding.

3. Scope of Services Requested – Report Requirements

Part 1. Identification of Sources of Infiltration and Inflow and Existing Conditions.
The Consultant would be expected to utilize a variety of methods to evaluate the existing conditions of the sewer main at the lower segment of Main Street in the Village and identify potential source of I&I. This includes but is not limited to reviewing historic and real-time flow data, visual inspections, CCTV inspections and documentation of the manholes of the study area. The purpose of this work is to identify structural defects, illicit connections, groundwater infiltration points, and other contributing factors to excessive I&I.

Part 2. Plans for Remediation – Capital Improvement Plan
The Consultant shall prepare a comprehensive plan for the reduction of I&I within the study area and also how it will overall reduce the Village's system. The Capital Improvement Plan shall include cost estimates for all of the rehabilitation/upgrade initiatives, a prioritization listing of those initiatives, and schedule for implementation.

Part 3. Recommendations for Grant Funding
The Consultant shall provide a detailed discussion of potential funding sources to complete the Capital Improvement Plan. To facilitate future funding initiatives, the Consultant shall prepare an Engineering Report in compliance with the current version of the NYSEFC's Engineering Report Outline. The report shall meet applicable agency requirements to support eligibility for state and federal funding programs.

4. Requested Submittals

The Consultants shall include the following components in their proposals:

- A **Cover Page**, which lists the name of this study, the name of the proposing firm, and the principal contact including physical address, email address and telephone number.
- An **Introduction Page**, which includes detailed information about the firm's experience and resources for completing this project.
- A **Project Staffing Plan**, identifying project team members, their resumes and experience in similar past projects. Any subconsultants shall also be identified and shall include the same information. Staff billing rates are to be included.
- A **Project Approach**, describing how the Consultant will complete the requisite project tasks. Any field monitoring tasks will be identified in this section, along with the Consultant's ability to self-perform such tasks or which tasks will be subcontracted. All subcontracted task costs are to be included in the Consultant's scope of work and cost estimate. The Project Approach shall include a **Proposed Schedule** to complete the project.
- Description of the **Consultant's Experience** with other projects, similar in scope and size. The Consultant should provide evidence of successfully completing other EPG

projects and the funding that resulted from those projects, in addition to the Consultant's experience with infrastructure improvement projects for North Country communities.

- Description of the Consultant's **Grant Funding Experience,** inclusive of grant application work and grant administration assistance through completion of the project, including funding agency closeout documentation. The Consultant's experience with North Country communities should be highlighted.

5. Submission Instructions

The Consultant shall submit one (1) electronic copy in pdf format (on thumb drive or via email) of their proposal and any related documents to the Village Treasurer, Mindy Goddeau at Village Hall, 2693 Main Street, Suite 102, Lake Placid, NY 12946; email: treasurer@villageoflakeplacid.ny.gov. The submission must be received no later than 2:00 pm on Tuesday, March 31 , 2026. Only electronic submissions will be accepted.

The proposals will be reviewed by the Village's selection committee and the top three (3) proposers will be asked to attend an interview to review the Consultant's submission to allow the Village to select the most highly qualified firm to provide the required services. The selection process will comply with the NYSEFC Engineering Services Procurement Guidelines.

6. Selection Process

The Village's selection committee will review the proposals on the following criteria, with points awarded based upon the qualifications demonstrated in the submissions. The Village's selection committee will then select a minimum of three (3) firms with which to conduct interviews. The final selection of the Consultant shall be based upon that Consultant's written submission in addition to the interview. The following criteria, with points awarded as detailed below, will be the basis of the selection:

- Successful performance in providing professional engineering services for projects of similar scope and size. **Maximum points = 15.**
- Knowledge and familiarity with the Village's infrastructure, in particular the sanitary wastewater collection system and wastewater treatment facilities. **Maximum points = 20**
- The technical capability and experience of the Project Team, as it relates to sanitary wastewater collection systems in small communities. **Maximum points = 25**
- The availability of the Consultant's staff, and the proposed schedule of project implementation. **Maximum points = 20**

- The Consultant's experience with NYSEFC-funded projects and their experience with coordination of project development and deliverables with other State regulatory agencies. **Maximum points = 20**

For this qualifications-based submission, the Consultant does not need to provide a cost estimate for the professional services. As part of the NYSEFC Procurement Guidelines, pursuant to the Village's review of the Consultants' qualifications and Project Approach, three (3) firms will be selected for interviews. Following the interviews, the most qualified firm will begin contract negotiation with the Village pursuant to the following section of the Guidelines, specifically:

"Contract negotiation with the most highly qualified firm to determine compensation that is far and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered. In the event that a contract could not be negotiated with the most highly qualified firm, negotiation continues in order of qualification."

Office of the New York State Comptroller
NYSLRS
New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Please type or print clearly in blue or black ink

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A
(Rev.12/23)

Employer Location Code ☐☐☐☐☐

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

BE IT RESOLVED, that the Village of Lake Placid (Name of Employer) ______ / ______ (Location Code) hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Andrew Quinn			Trustee	4/4/23-4/5/27			☐		☐
							☐		☐
							☐		☐
Appointed Officials:									
Janet Bliss			Village Attorney	4/7/25-4/6/26			☐		☐
							☐		☐
							☐		☐

I, Anita A Estling (Name of Secretary or Clerk), secretary/clerk (Circle one) of the governing board of the Village of Lake Placid (Name of Employer), of the State of New York,

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 16th day of March, 2026 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Village of Lake Placid (Name of Employer) on this 16th day of March, 2026,

______________________.
(Signature of Secretary or Clerk)

Affidavit of Posting: I, ______________________ (Name of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on ______________ (Date) and continued for at least 30 days. That the Resolution was available to the public on the:

☐ Employer's website at: ______________________

☐ Official sign board at: ______________________

(seal)

Annual Meeting Tentative Agenda

Wednesday, May 13, 2026

12:00 p.m.
NYCOM Registration Desk Opens

2:45 p.m.
POLICY COMMITTEE MEETINGS
(all registrants are encouraged to attend)

- **Finance**
- **Government Operations and Community Development**
- **Employee Relations and Public Safety**
- **Energy and Environment**

4:00 p.m.
CONCURRENT SESSIONS

6:30 p.m.
WELCOME DINNER: AMERICA250

8:00 p.m.
ENTERTAINMENT

Thursday, May 14, 2026

7:30 a.m.
NYCOM Registration Desk Opens

8:00 a.m.
EARLY-RISER WORKSHOPS

9:15 a.m.
ANNUAL BUSINESS MEETING

AWARDS PRESENTATIONS (LGAA)

9:45 a.m.
KEYNOTE SPEAKER

11:15 a.m.
CONCURRENT SESSIONS

12:30 p.m.
LUNCH

2:00 p.m.
CONCURRENT SESSIONS

3:30 p.m.
CONCURRENT SESSIONS

5:45 p.m.
PRESIDENT'S RECEPTION

7:00 p.m.
ANNUAL BANQUET AND INSTALLATION OF OFFICERS

FIREWORKS

Friday, May 15, 2026

8:00 a.m.
NYCOM Registration Desk Opens

8:30 a.m.
EARLY-RISER WORKSHOPS

9:45 a.m.
CONCURRENT SESSIONS

NOTE: Schedule is Subject to Change

updated 3/5/26

Annual Member Conference
Safety Always Wins

May 14 & 15
Turning Stone Resort Casino

Hotel Room Information

PERMA has reserved a select number of Hotel and Tower Rooms for our room block from May 13 - May 15.

- **Reservation instructions will be provided in your confirmation email *after* completing your conference registration.**
- **Please note you are required to make your own hotel reservation.**
- Nightly rates vary from $229 to $289 per night. PERMA covers one overnight, Thursday, May 14 for the primary registrant at your organization.
- If you are staying longer than our room block, May 13 - 15, you must make your hotel room reservation by calling Turning Stone directly 800.771.7711.

Tax Exemption Documents

NYS Tax Exemption ST-129 Form**:** After reserving your hotel room, please add your name and confirmation number to your tax-exempt form. Email the completed form to ***hotel.reservations@turningstone.com***. **Please bring a printed copy of the form with you to present at check-in.**

Attendee Information

PERMA will cover one overnight accommodation (Thursday, May 14) for the primary contact at each member organization. That contact will receive a one-time discount code in advance to waive the $125 Conference Fee upon registration. If your primary contact is unavailable to attend, please provide the unique discount code to the registrant taking their place.

Step 1: Register for our 2026 Annual Member Conference. Once you register, you will receive an email confirmation from events@perma.org via cvent-planner.com.

Step 2: Review your conference email confirmation for instructions on how to reserve your hotel room. You are responsible for arranging your own hotel accommodations at Turning Stone Resort Casino.

- Please note you will need a credit card during this process.
- Your hotel confirmation will come directly from Turning Stone Reservations from the email DoNotReply@turningstone.com. **Please be advised that your hotel confirmation will show the estimated total for the full stay. The primary registrant's room discount will be applied internally and will not appear on the initial confirmation. Any adjusted pricing, including the removal of tax if you have provided your tax-exempt documentation, will be reflected at checkout.**
- *If you do not receive your confirmation email, please check your spam folder.*

Additional Attendees:

- Colleagues sharing one hotel room will be subject to a $125 Conference Fee to cover meals, entertainment and session fees.
- Additional attendees requiring a separate hotel room reservation will be subject to the hotel room expense and the $125 Conference Fee.
- Guests are allowed and will be subject to a $125 Conference Fee.

Cancellations

Please note all hotel room changes and cancellations need to be handled through Turning Stone Resort Casino (800-771-7711). **PERMA cannot assist with these issues.** Guests can cancel their reservations online. To do so, follow the link below and click on the box in the left-hand corner labeled "My Reservation."

You must cancel at least 72 hours prior to arrival to avoid a penalty of one night's room and OIN tax. Smoking is prohibited in nonsmoking rooms. A minimum fee of $250 will be imposed if not adhered to.

PERMA 2026

Annual Member Conference

Safety Always Wins

May 14 & 15

Turning Stone Resort Casino

Agenda at a Glance

Here's an overview of what's happening at this year's Conference!

Wednesday

Certified Safety Coordinator Training

11:00 AM - 4:30 PM

Seneca/Onondaga

Welcome Reception

7:00 PM - 10:00 PM

NY Rec & Social Club

Thursday

Registration & Breakfast
8:30 AM - 10:00 AM
Conference Center

Keynote
10:00 AM
Oneida

Workshops
11:00 AM - 4:00 PM
Conference Center

Safety & Wellness Fair
11:00 AM - 4:00 PM
Mohawk

Lunch & Awards
12:15 PM - 1:45 PM
Oneida

PERMA Reception
6:00 PM - 10:00 PM
Exit 33 Venues

Countdown to the Event

Lake Placid Village, Inc.

Request to Attend Event/Training

Date Submitted: 3/4/2026 (Submit no later than the Thursday before the Board Meeting)

Name of Attendee(s): Dennis Lawrence, Jereme Blinn, Tim Manning
Lawrence Wood, Tom VanBerkschoten, Jason Endries, Mike Goddeau

Event/Training: NY Rural Water Conference

Date(s): 5/17/2026 – 5/18/2026

Location: Verona, New York

Cost per Attendee: $395.00 x 7 = 2765.00

Cost of Lodging per Attendee (if required): $699

Meal Per Diem Required: (List all meals needed that are not provided by the Event/Training):
(Amounts to be determined by area traveled to, as per www.gsa.gov)

Dinner for each x2 x7 = Total Per Diem: $ 504.00 for all 2 nights

Travel Dates/Time Required: 5/17 – 5/18

Is this Required for Licensing or Certification? ☒ Yes ☐ No

Explain: They will all receive credit hours which are required for their licenses

Describe Benefits to the Village: They need to have licenses for the job titles

NOTE: MUST ATTACH AGENDA AND/OR TRAINING COURSES OFFERED

Attendee(s) Signature ______________________ Date: ______________________

Attendee(s) Signature ______________________ Date: ______________________

Lake Placid Village, Inc.

Request to Attend Event/Training

Date Submitted: 3/9/26 (Submit no later than the Thursday before the Board Meeting)

Name of Attendee(s): Charles Dobson, Francis Strack

Event/Training: NYS Association of Chiefs of Police Training Conference

Date(s): May 18-21, 2026

Location: Lake Placid, NY

Cost per Attendee: $325-

Cost of Lodging per Attendee (if required): Ø

Meal Per Diem Required: (List all meals required that are not provided by the Event/Training):
(Breakfast - $10.00; Lunch - $15.00; Dinner - $25.00)

N/A

Total Per Diem: $ Ø

Travel Dates/Time Required: N/A

NOTE: MUST ATTACH AGENDA AND/OR TRAINING COURSES OFFERED

Attendee(s) Signature ____________ Date: 3/9/26

Attendee(s) Signature ____________ Date: 3/9/26

Dept. Head Approval: ____________ Date: ____________

For Office Use Only

Board Approved: ☐ Board Denied: ☐

____________ Date: ____________

Village Clerk

dobson@lakeplacidpd.com

From: New York State Association of Chiefs of Police <apb@nychiefs.org>
Sent: Thursday, March 5, 2026 4:52 PM
To: Charles Dobson
Subject: Sign Up Now for NYSACOP 2026!!!

View this email in your browser

Join Us

Lake Placid Olympic Conference Center

May 18th—21st, 2026

Lake Placid, NY

Please join us in beautiful Lake Placid, NY in the heart of the Adirondack Mountains for our annual training conference featuring exciting speakers, valuable networking opportunities and our outstanding exhibitor floor.

REGISTER NOW AT : New York State Association of Chiefs of Police

Our host hotel will be The Golden Arrow with overflow at the Grand Adirondack and Hampton Inn.

Make your hotel reservation at the link below;

Conference Center at Lake Placid

RESOLUTION SUPPORTING INCREASED AID TO MUNICIPALITIES AND STRENGTHENING NEW YORK'S STATE-LOCAL PARTNERSHIP

WHEREAS, Governor Kathy Hochul released her 30-day amendments to the Executive Budget, which include an additional $100 million in Temporary Municipal Assistance (TMA) to be allocated in the same manner as in the past two years; and

WHEREAS, these additional investments reflect a recognition that New York's strength begins in its cities, villages, and towns, and that a strong state-local partnership is essential to delivering the services, infrastructure, public safety, and quality of life that residents expect and deserve; and

WHEREAS, local governments across New York continue to face mounting fiscal pressures driven by inflation, increased service demands, infrastructure needs, and rising operational costs, while striving to provide relief to taxpayers amid a rising cost of living; and

WHEREAS, NYCOM Executive Director Barbara Van Epps, along with mayors from across the State, testified at the Local Government Joint Budget Hearing in Albany, advocating for increased unrestricted aid and a strengthened state-local partnership; and

WHEREAS, the additional $100 million in TMA will offer meaningful assistance to many municipalities statewide, helping to address fiscal challenges and maintain essential services for residents;

NOW, THEREFORE, BE IT RESOLVED, that Lake Placid Village applauds Governor Hochul for recognizing the importance of investing in local governments and for reaffirming her commitment to strengthening New York's cities and villages; and

BE IT FURTHER RESOLVED, that Lake Placid Village urges the New York State Legislature to include, at a minimum, this additional $100 million in Temporary Municipal Assistance in the adopted state budget; and

BE IT FURTHER RESOLVED, that Lake Placid Village calls upon the Governor and the State Legislature to develop a more permanent and predictable solution for unrestricted municipal aid to ensure long-term fiscal stability for New York's local governments; and

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the Governor, the Temporary President of the Senate, the Speaker of the Assembly, and the members of the State Legislature representing Lake Placid Village.

Ready to Protect

Proud to Serve

Lake Placid Police Department

2693 Main St. Suite 104
Lake Placid, NY 12946
518-523-3306
www.lakeplacidpd.com

Charles P. Dobson Chief of Police

Taxi Background Check

Applicant name: Robert T. Bowen

Valid Driver's License?	**Y**	**N**
Traffic violations honestly reported?	**Y**	**N**
Misdemeanor convictions within 5 years?	**Y**	**N**
Felony convictions within 10 years?	**Y**	**N**
Any criminal convictions?	**Y**	**N**
Other background information?	**Y**	**N**

Notes: Accident 1/4/25
Taxi finger-prints on file

Background completed by: [signature] **Date:** 3/11/26

Docket #: 2026-0923

LAKE PLACID VILLAGE, INC.

2693 Main Street   Lake Placid, New York 12946   P-518-523-2584   F- 518-523-1321

I have received a copy of the Village of Lake Placid, Local Law No. 2, 2012 and have read and thoroughly understand the provisions thereof. I have completed the application and all answers herein are true and correct to the best of my knowledge and belief. I understand that a false statement made herein or failure to disclose any requested information will be sufficient cause to deny approval of a license or to revoke an existing license.

Robert T. Bowen Jr.
Applicants Signature

State of New York)
ss:
County of Essex)

On this 27th day of February, 2026, before me, the undersigned, personally appeared Robert T. Bowen Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this application, and he/she acknowledged to me that he/she executed the instrument.

Notary Public

For Office Use Only:

Application ☐ Approved
☐ Disapproved

Lake Placid Police Department Reviewed   Date 3/11/26

Village Clerk, Lake Placid Village, Inc. Reviewed   Date   Mayor, Lake Placid Village, Inc.   Date

Lic. # ____________ Date Issued: ____________ Date Expires: ____________ Fee Paid $____________

A certified copy of the applicants driving record, obtained from the New York State Department of Motor Vehicles, must accompany this application.

DRIVER FEE OF $25.00, Non-Refundable, must accompany application

LAKE PLACID VILLAGE, INC.

2693 Main Street, Lake Placid, New York 12946
Phone: 518-523-9952, Fax: 518-523-1362
www.villageoflakeplacid.ny.gov

AFFIDAVIT #16 2025-2026

We, the undersigned, acting as a Board of Auditors to the Village of Lake Placid, NY do approve that the Village Treasurer is authorized to issue checks as per the presented and approved Warrant and is also authorized to make the following transfers as listed Below based on the warrants approved at the Board Meeting on **March 16, 2026**

Checks and bank drafts for 03/03/2026-03/16/2026 for Fiscal Year 2025-2026:
Check #'s 68247-68313

TOTAL WARRANT OF ITEMS PRESENTED	**$**	**417,022.09**
PLUS: UTILITY REFUND CKS =	**$**	**1,439.68**
TOTAL WARRANT AND REFUNDS	**$**	**418,461.77**

GENERAL (A1) FUND: A1-0001-0200	-$	140,371.38
HUD REVOLVING LOAN (CM) 0001-0200	-$	0.00
ELECTRIC (EE) FUND: EE-0001-0200	-$	190,867.99
WATER (FX) FUND: FX-0001-0200	-$	32,452.76
SEWER (G3) FUND: G3-0001-0200	-$	53,329.96
CAPITAL (H8) FUND: H8-0001-0200	-$	0.00
TRUST & AGENCY (TA): TA-0001-0200	-$	0.00

Date: ______________________________

______________________________, Mayor

______________________________, Trustee

______________________________, Trustee

______________________________, Trustee

______________________________, Trustee

Audit Review by: ____________________, Board Member Date: __________

Attest: ____________________________, Village Clerk