AGENDA

Annual Organizational and Regular Village Board Meeting **(Website Posting 4/2/26)**
Monday, April 6, 2026 – 5:00 p.m.

PLEDGE OF ALLEGIANCE

I. Call Meeting to Order

II. Annual Organizational Board Meeting

Regular Board Meeting

III. Clerk Items

a. Approve - Regular Board Meeting Minutes – March 16, 2026
b. Approve - Transformer Bid Results
c. Approve - Online Information Services Agreement
d. Approve - Online Utility Exchange Agreement
e. Approve - Billing Department Permanent Hire
f. Approve - Part-time Police Officer Hire
g. Approve - Review Board Appointment
h. Approve - ZBA Appointment
i. Approve - Ironman weekend requests, July 17 – 19, 2026
j. Approve - Rotary Club Dam Duck Race Requests, September 19, 2026

IV. Treasurer Items

a. Approve - Warrant Affidavit #17 – 2025-26

V. New Business

VI. Old Business

VII. Mayor Items

VIII. Commissioner Reports

IX. Public Comment/Press Questions

X. Adjourn

Lake Placid Village, Inc.
Regular Board Meeting Minutes
Monday, March 16, 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 (via videoconference)
	Jackie Kelly	Deputy Mayor/Trustee
	Katie Brennan	Trustee
	Marc Galvin	Trustee
	Andrew Quinn	Trustee
	Anita A. Estling	Village Clerk
	Mindy Goddeau	Village Treasurer
	Janet Bliss	Village Attorney

Others:	Bill Billerman
	Rick Preston
	Emily Politi
	Norm Aamodt
	Kim Hartman
	Corey Folta
	Rebecca
	JQ Public
	Meeting Assistant
	13 additional

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 – MARCH 2, 2026

Resolution #38 - 2026

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

To table the Regular Board Meeting Minutes for March 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
Trustee Quinn ABSTAINED

SHORT ENVIRONMENTAL ASSESSMENT FORM

Resolution #39 – 2026

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

The Board went through Part 2 of the SEQR Short Environmental Assessment Form as to the proposed Land Use Code Amendments, and found no "moderate to large impacts", and on that basis the Board adopts a negative declaration for purposes of SEQR (Short EAF Parts 1, 2 and 3 are attached as ATTACHMENT A.)

Roll Call Vote:
Deputy Mayor Kelly: AYE
Trustee Galvin: AYE
Trustee Quinn: AYE
Trustee Brennan: AYE
Mayor Devlin: AYE

LOCAL LAW 2026-1, LOCAL LAND USE CODE

Prior to a vote, Deputy Mayor Kelly made the following statement: This Local Law number 1 includes four amendments that cover accessory dwelling units, temporary workforce housing, political and personal signage, and special event venues. Over the past several months, the Joint Land Use Committee, made up of representatives from the Town, the Village and our community, diligently debated issues and developed what we believe is a fair and balanced solution. A public hearing was held on November 17, with a comment period open until November 24. There was an additional information session held on January 15. In developing the Special Event Permit, the committee recognized that there is a desire for this type of venue in the community. At the same time, property owners rent their residences for large outdoor events and are currently doing so in a way that is not permitted under the Land Use Code, as there are no provisions in the Rural

Countryside District that allow for this type of activity. Local Law Number 1 addresses a gap by creating a Special Event Permit, allowing a modest expansion of a use that is currently prohibited in the Rural Countryside District, while establishing clear regulations to protect neighbors and preserve the character of the area. The goal of this law is balanced, acknowledging what is already occurring, while assuring it is done responsibly and within the framework of our code. Thank you to the members of the Joint Land Use Committee and to the community members who contributed time and perspective to this process.

Resolution #40 - 2026

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

To approve Proposed Local Law 1-2024, amending the Village of Lake Placid/Town of North Elba Land Use Code (see ATTACHMENT B.)

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

COMPREHENSIVE PLAN 2026

Resolution #41 - 2026

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

To approve the Comprehensive Plan for 2026 as presented.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

NEW YORK POWER AUTHORITY AGREEMENT

Resolution #42 - 2026

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

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 the 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.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

ESSEX COUNTY EARLY VOTING LOCATION AGREEMENT

Resolution #43 - 2026

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

To approve Mayor Devlin to sign the Beach House Agreement with Essex County Board of Elections for their use of the Beach House for early voting during the primary and general election.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

NAME OF TUSCARORA TRAIL

Resolution #44 - 2026

On motion by Trustee Kelly, seconded by Trustee Brennan, 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.

Trustee Kelly, Trustee Galvin and Trustee Brennan voted AYE
Trustee Quinn voted NAY

REQUEST FOR QUALIFICATIONS

Resolution #45 - 2026

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

To approve posting a Request for Qualifications for Architectural and Engineering Professional Services for the NYS Environmental Facilities Corporation Clean Water State Revolving Fund (CWSRF) 2025 – Engineering Planning Grant (EPG) #119568.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

NYS RETIREMENT SYSTEM RESOLUTION

Resolution #46 - 2026

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

That the Village of Lake Placid established standard work days for Trustee and Village Attorney and will report he officials to the New York State and Local Retirement based on their record of activities.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

NYCOM ANNUAL MEETING, MAY 13 – 15, 2026, BOLTON LANDING, NY

Resolution #47 - 2026

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

To approve Mayor Devlin and any interested trustees to attend the NYCOM Annual Meeting, May 13 – 15, 2026 in Bolton Landing, New York, with all related expenses paid for by the Village.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

PERMA ANNUAL MEMBER CONFERENCE, MAY 14 – 15, 2026, VERONA, NY

Resolution #48 - 2026

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

To approve Chief Dobson and Clerk Estling to attend the PERMA Annual Membership Conference, May 14 – 15, 2026 in Verona, New York, with all related expenses paid for by the Village.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

NY RURAL WATR CONFERENCE, MAY 17 – 18, 2026, VERONA, NY

Resolution #49 - 2026

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

To approve Dennis Lawrence, Jereme Blinn, Tim Manning, Lawrence Wood, Tom Van Benschoten, Jason Endries and Mike Goddeau to attend the New York Rural Water Conference, May 17 – 18, 2026 in Verona, New York, with all related expenses paid for by the Village.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

NYS ASSOCIATION OF CHIEFS POLICE TRAINING CONFERENCE, MAY 18 – 21, 2026, LAKE PLACID, NY

Resolution #50 - 2026

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

To approve Chief Dobson and Assistant Chief Strack to attend the NYS Association of Chiefs of Police Training Conference, May 18 – 21, 2025 in Lake Placid, New York, with all related expenses paid for by the Village.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

NYCOM TEMPORARY MUNICIPAL ASSISTANCE RESOLUTION

Resolution #51 - 2026

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

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 the 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 the 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 the 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.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

TAXI DRIVER, BOWEN

Resolution #52 - 2026

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

To approve Robert Bowen for a taxi operator renewal in Lake Placid Village for 2026.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

PARADE OF PORSCHES, JUNE 20, 2026

Resolution #53 - 2026

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

To approve the Parade of Porsches event as presented to the Board and Chief Dobson for traveling through Lake Placid Village on June 20, 2026.

Trustee Brennan, Trustee Galvin, Trustee Quinn and Trustee Kelly voted AYE

Treasurer Items

WARRANT AFFIDAVIT #16 – 2025-26

Resolution #54– 2026

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

To approve the payment of Warrant Affidavit #16 – 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 #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: March 16, 2026

________________, Mayor

________________, Trustee

________________, Trustee

________________, Trustee

________________, Trustee

Audit Review by: ____________ Board Member Date: 3/13/2026

Attest: ____________, Village Clerk

Trustee Brennan, Trustee Galvin and Trustee Kelly voted AYE

Members of the public were invited to speak.

Lake Placid Village, Inc.
Regular Board Meeting
Monday, March 16, 2026

EXECUTIVE SESSION

Resolution #55 - 2026

On Motion made by Trustee Kelly seconded by Trustee Brennan, the Board duly resolved as follows:

To enter into executive session to discuss litigation at 5:22 p.m.

Trustee Quinn, Trustee Galvin, Trustee Kelly, Trustee Brennan and Trustee Galvin voted AYE

RETURN TO REGULAR SESSION

Resolution #56 - 2026

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

To conclude the executive session of the Board Meeting at 5:31 pm.

Trustee Quinn, Trustee Galvin, Trustee Kelly, Trustee Brennan and Trustee Galvin voted AYE

ADJOURNMENT

With no further business to come before the Board, a motion to adjourn was made by Trustee Quinn, seconded by Trustee Kelly and the meeting was adjourned at 5:35 pm.

Respectfully submitted,

Anita A. Estling
Village Clerk

ATTACHMENT A 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

	NO	YES
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.	☐	☑
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:	☐	☐

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?	☐	☐
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: ____________	☐	☐
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?	☐	☐
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: ____________ ____________	☐	☐
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: ____________ ____________	☐	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: ____________ ____________	☐	☐
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?	☐	☐
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: [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: [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 Village 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)

ATTACHMENT B

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 (1st) day of the month and ending on the thirtieth (30th) or thirty-first (31st) 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.

MEMO

To: Mayor Art Devlin and Village Board

From: Kimball F. Daby

Date: April 2, 2026

RE: March 2026 Distribution Transformer Bid Award

Below is a summary of the Purchase Orders (total of $154,378) that I would like the Board to authorize from March 2026 Transformer Bid.

Bid Item	Description	kVA	Qty	Price Ea.		Total Ea.	Vender
2	Padmount, single phase	50	4	$ 2,988.00	$	11,952.00	IRBY - HITACHI
3	Padmount, single phase	50	4	$ 3,299.00	$	13,196.00	IRBY - HITACHI
					$	**25,148.00**	**PO Total Irby**
1	Polemount, single phase	50	4	$ 1,944.00	$	7,776.00	HI-RELI - MAGNETRON
4	Padmount, three phase	112	1	$ 7,377.00	$	7,377.00	HI-RELI - MAGNETRON
5	Padmount, three phase	150	2	$ 9,118.00	$	18,236.00	HI-RELI - MAGNETRON
6	Padmount, three phase	300	3	$11,502.00	$	34,506.00	HI-RELI - MAGNETRON
7	Padmount, three phase	750	1	$21,491.00	$	21,491.00	HI-RELI - MAGNETRON
9	Padmount, three phase	1500	1	$39,844.00	**$**	**39,844.00**	HI-RELI - MAGNETRON
					$	**129,230.00**	**PO Total HI-RELI - MAGNETRON**

Thank you.

Kimball F. Daby

Electric Superintendent

AWARD RECOMMENDATION				
Low Bid Total Owning Cost (each)	Bidder	QTY	Lead Time	Total Cost
$3,125.25	HI-RELI - MAGNETRON	4	26-30 Weeks	$12,501.00
$4,093.00	IRBY - HITACHI	4	12-16 WEEKS	$16,372.00
$4,460.25	IRBY - HITACHI	6	12-16 WEEKS	$26,761.50
$10,152.00	HI-RELI - MAGNETRON	1	26-30 Weeks	$10,152.00
$11,965.50	HI-RELI - MAGNETRON	2	26-30 Weeks	$23,931.00
$16,459.50	HI-RELI - MAGNETRON	3	26-30 Weeks	$49,378.50
$26,898.50	HI-RELI - MAGNETRON	1	26-30 Weeks	$26,898.50
$60,347.50	HI-RELI - MAGNETRON	1	26-30 Weeks	$60,347.50
$61,141.50	HI-RELI - MAGNETRON	1	26-30 Weeks	$61,141.50

PLM

ELECTRIC POWER ENGINEERING

46 LIZOTTE DRIVE, SUITE 201, MARLBOROUGH, MA 01752 TEL: (508) 435-0200

Project 9368-0

April 1, 2026

Kimball Daby
Electric Superintendent
Lake Placid Village Electric Department
77 Power House Lane
Lake Placid, New York 12946

SUBJECT: 13.2 kV Distribution Transformers
Bid Evaluation and Award Recommendations

Dear Mr. Daby,

Sealed bids were received for the subject procurement. A total of nine (9) bids were received and evaluated. Bids were received from the following manufacturers:

1. ERMCO (2 bids via Irby and United Utility Supply)
2. Eaglerise (via Alpha Plotter NC Inc.)
3. GE Prolec (2 bids via Irby and Wesco)
4. Hitachi (via Irby)
5. Kllen Group
6. Magnetron (via Hi-Reli)
7. Wasion Americas (via GotToGo Electric)

In recent years, particularly since the Covid-19 pandemic, there has been an uptick in the number of bids received from overseas manufacturers of distribution transformers. While these units typically have lower upfront costs and similar stated losses, it can be difficult to know whether these companies are providing a quality product that will last as long as the Lake Placid Village Electric Department ("LPVED") has come to expect. It is also difficult to imagine the returns or warranty process being as easy to manage with overseas suppliers. Because overseas units typically ship via container freight, warranty returns or component replacements could involve extended timelines due to the logistics involved. Among the overseas manufacturers who submitted bids for this procurement, LPVED has no experience with the products of Eaglerise, Kllen Group Americas, or Wasion Americas. All three of these suppliers submitted bids that generally had pricing on the lower end among those received.

Eaglerise is a Chinese-based manufacturer. According to a press release on their website though, they opened a new transformer manufacturing plant in Fort Worth Texas in October of 2025. Their bid documents also suggest that a plant in Saltillo Mexico will be starting production in March of 2026. The bid documents do not specify whether units for this procurement would be sourced from their established Chinese facilities or their newly opened North American plants. Several small utilities in North Carolina were cited as references, but we do not know of any utility large or small in the northeast that has purchased transformers from Eaglerise.

Wasion is also a Chinese company. Wasion Americas is based in North Carolina, but is a part of Wasion Holdings Limited, a major Chinese company based in the city of Changsha. The Wasion Americas subsidiary of Wasion Holdings Limited was only created in 2024. Accoding to their website, Wasion Americas opened a new transformer manufacturing plant in Mexico in 2025. The bid documents do not specify whether units for this procurement would be sourced from established Chinese facilities or the new plant in Mexico. We do not know of any utility large or small in the northeast that has purchased transformers from Wasion.

Kllen Group transformers appear to be only imported from China. We could not find any information about a North American manufacturing presence for this company. We also could not find a specific location or plant within China where the Kllen transformers are sourced from. Several small utilities in North Carolina were cited as references, but we do not know of any utility large or small in the northeast that has purchased transformers from the Kllen Group.

Given Kllen Group, Wasion Americas, and Eaglerise are relative unknowns without a long history of operating in North America we do not recommend that LPVED award the subject procurement to these companies, despite their often lower costs. If LPVED wants to consider purchases from these manufacturers in future procurements a structured qualification process – beginning by purchasing one or two smaller units – would allow LPVED to evaluate product quality with minimal financial exposure.

The remaining bids were all from manufacturers that LPVED has purchased units from before including Ermco, Hitachi/ABB, GE Prolec, and Magnetron. A bid summary spreadsheet is attached to this letter which documents the specifics of each bid item. The spreadsheet includes the base price for the lowest qualified bidder for each size and type of transformer bid, along with a loss evaluation value for each transformer based on the present value of the life cycle cost of the guaranteed electrical losses. The cost comparison of the various bids is based on the "Total Owning Cost" of each transformer and bid. This represents a total life cycle owning cost of the transformer, and includes the base price of the units and the present value of losses. This value allows us to fairly compare the various bids over the life of the transformer. All qualified bids were found to be acceptable in terms of lead time.

We recommend award of each line item to the bidder identified in the 'Bidder' column of the attached spreadsheet. Bids from Wasion Americas, Kllen Group, and Eaglerise were excluded from the Total Owning Cost evaluation due to their limited operating history in North American utility applications and the uncertainties associated with their manufacturing sources.

One additional minor clarification is that the bid schedule has a typo where the secondary voltage for the 300 kVA padmount was listed as 480Y/120V instead of the correct value of 480Y/277V. You should confirm that pricing from the low bidder will not change as a result of this correction. Please contact me with any questions regarding this evaluation.

Sincerely,

Matthew C. Dunnells

Matthew C. Dunnells, P.E.
Principal Engineer

Bid Item	Description	kVA	Qty	Irby - ERMCO Price Each $	Irby - ERMCO Guaranteed No-Load (kW)	Irby - ERMCO Guaranteed Load (kW)	Irby - ERMCO Loss Value Each $	Irby - ERMCO Total Owning Cost $
1	Polemount, conventional, single phase, one bushing	75	4	$2,294.00	0.092	0.49	1072.5	$3,366.50
2	Padmount, single phase, loop	50	4	$3,154.00	0.098	0.544	1170	$4,324.00
3	Padmount, single phase, loop	50	6	$3,908.00	0.102	0.457	1081.25	$4,989.25
4	Padmount, three phase, radial	112.5	1	$10,955.00	0.235	1.15	2612.5	$13,567.50
5	Padmount, three phase, radial	150	2	$12,136.00	0.263	1.614	3332.5	$15,468.50
6	Padmount, three phase, radial	300	3	$14,923.00	0.44	2.846	5757.5	$20,680.50
7	Padmount, three phase, radial	750	1	$25,628.00	0.897	5.878	11832.5	$37,460.50
8	Padmount, three phase, radial	1500	1	$41,617.00	1.514	10.491	20683.75	$62,300.75
9	Padmount, three phase, radial	1500	1	$43,475.00	1.531	10.393	20646.25	$64,121.25

Bid Item	Irby - GE PROLEC Price Each $	Irby - GE PROLEC Guaranteed Losses No-Load (kW)	Irby - GE PROLEC Guaranteed Losses Load (kW)	Irby - GE PROLEC Loss Value Each $	Irby - GE PROLEC Total Owning Cost $	IRBY - HITACHI Price Each $	IRBY - HITACHI Guaranteed No-Load (kW)	IRBY - HITACHI Guaranteed Load (kW)	IRBY - HITACHI Loss Value Each $	IRBY - HITACHI Total Owning Cost $
1	$2,298.00	$0.09	$0.54	$1,126.25	$3,424.25	NO BID	NO BID	NO BID		
2	$3,751.00	$0.10	$0.52	$1,137.50	$4,888.50	$2,988.00	0.088	0.532	1105	$4,093.00
3	$4,259.00	$0.09	$0.54	$1,140.00	$5,399.00	$3,299.00	0.131	0.405	1161.25	$4,460.25
4	$12,561.00	$0.21	$1.19	$2,555.00	$15,116.00	$15,741.00	0.242	1.238	2757.5	$18,498.50
5	$13,063.00	$0.28	$1.44	$3,216.25	$16,279.25	$14,696.00	0.293	1.602	3467.5	$18,163.50
6	$15,553.00	$0.48	$2.57	$5,620.00	$21,173.00	$16,475.00	0.452	3.012	6025	$22,500.00
7	$26,322.00	$0.88	$5.95	$11,816.25	$38,138.25	$28,944.00	1.038	5.707	12323.75	$41,267.75
8	$49,487.00	$1.59	$9.37	$19,646.25	$69,133.25	$41,476.00	1.7	10.419	21523.75	$62,999.75
9	$48,630.00	$1.55	$9.41	$19,532.50	$68,162.50	$42,401.00	1.7	10.281	21351.25	$63,752.25

WESCO - GE PROLEC Price Each $	Guaranteed Losses No-Load (kW)	Guaranteed Losses Load (kW)	Loss Value Each $	Total Owning Cost $
$2,293.11	0.091	0.537	1126.25	$3,419.36
$3,743.14	0.097	0.522	1137.5	$4,880.64
$4,250.65	0.092	0.544	1140	$5,390.65
$12,561.37	0.214	1.188	2555	$15,116.37
$13,062.66	0.283	1.441	3216.25	$16,278.91
$15,552.56	0.482	2.568	5620	$21,172.56
$26,322.11	0.876	5.949	11816.25	$38,138.36
$49,487.31	1.586	9.373	19646.25	$69,133.56
$48,629.73	1.553	9.414	19532.5	$68,162.23

KLLEN GROUP AMERICA Price Each $	Guaranteed Losses No-Load (kW)	Guaranteed Losses Load (kW)	Loss Value Each $	Total Owning Cost $	ALPHA PLOTTER - EAGLE RISE Price Each $	Guaranteed Losses No-Load (kW)	Guaranteed Losses Load (kW)	Loss Value Each $	Total Owning Cost $
$1,746.00	0.102	0.452	1075	$2,821.00	$1,760.00	0.108	0.512	1180	$2,940.00
$2,156.00	0.115	0.405	1081.25	$3,237.25	$2,780.00	0.104	0.529	1181.25	$3,961.25
$2,762.00	0.115	0.405	1081.25	$3,843.25	$3,580.00	0.104	0.529	1181.25	$4,761.25
$8,568.00	0.165	1.25	2387.5	$10,955.50	$9,880.00	0.285	0.966	2632.5	$12,512.50
$9,635.00	0.23	1.5	3025	$12,660.00	$10,580.00	0.285	1.54	3350	$13,930.00
$11,463.00	0.36	2.758	5247.5	$16,710.50	$12,200.00	0.46	2.82	5825	$18,025.00
$17,995.00	0.71	5.733	10716.25	$28,711.25	$16,880.00	0.875	6.095	11993.75	$28,873.75
$26,110.00	1.2	10.25	18812.5	$44,922.50	$30,800.00	1.46	10.81	20812.5	$51,612.50
$26,310.00	1.2	11.69	20862.5	$47,172.50	$31,800.00	1.46	10.81	20812.5	$52,612.50

HI-RELI - MAGNETRON	Guaranteed Losses No-Load (kW)	Guaranteed Losses Load (kW)	Loss Value Each $	Total Owning Cost $
	0.035	0.805	1181.25	$3,125.25
	0.026	0.881	1231.25	$4,411.25
	0.026	0.881	1231.25	$5,587.25
	0.065	1.96	2775	$10,152.00
	0.082	1.95	2847.5	$11,965.50
	0.14	3.406	4957.5	$16,459.50
	0.23	3.406	5407.5	$26,898.50
	0.4	15.438	21297.5	$60,347.50
	0.4	15.438	21297.5	$61,141.50

DECO / UUS - ERMCO Price Each $	Guaranteed Losses No-Load (kW)	Guaranteed Losses Load (kW)	Loss Value Each $	Total Owning Cost $	GotToGo Electric - WASION AMERICAS Price Each $	Guaranteed Losses No-Load (kW)	Guaranteed Losses Load (kW)	Loss Value Each $	Total Owning Cost $
$2,330.00	0.082	0.4	910	$3,240.00	$2,399.25	0.118	0.472	1180	$3,579.25
$3,200.00	0.098	0.544	1170	$4,370.00	$2,598.75	0.118	0.472	1180	$3,778.75
$3,965.00	0.102	0.457	1081.25	$5,046.25	$3,036.45	0.118	0.472	1180	$4,216.45
$11,135.00	0.235	1.15	2612.5	$13,747.50	$9,583.45	0.214	1.284	2675	$12,258.45
$12,335.00	0.263	1.614	3332.5	$15,667.50	$11,402.75	0.225	1.8	3375	$14,777.75
$15,170.00	0.44	2.846	5757.5	$20,927.50	$16,160.78	0.39	3.12	5850	$22,010.78
$26,050.00	0.897	5.878	11832.5	$37,882.50	$23,579.00	0.8	6.4	12000	$35,579.00
$42,300.00	1.514	10.491	20683.75	$62,983.75	$29,660.00	1.38	11.04	20700	$50,360.00
$44,185.00	1.531	10.333	20571.25	$64,756.25	$29,766.92	1.38	11.04	20700	$50,466.92

Collection Services Agreement

This Collection Service Agreement ("Agreement") is entered into by **ONLINE Information Services, Inc.,** hereafter referred to as "Collector", a North Carolina corporation, and Lake Placid Village, Inc. hereafter referred to as "Creditor", a NY corporation as of .

WHEREAS, Creditor agrees to submit to Collector, each month, for collection certain claims, accounts or other evidences of Indebtedness (hereinafter called "Claims"), and

WHEREAS, Collector desires to provide Creditor with collection services and/or accounts receivable management services with respect to said Claims (hereinafter called "Services".

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. GENERAL.

A. The Creditor may refer any Claims that exceed $50.00.

B. Creditor agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state and local laws.

C. Creditor hereby warrants that all Claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto.

D. Further, Creditor agrees to provide, whenever requested to do so by Collector: a written verification of a Claim: a copy of the judgment, if any, on which a Claim is based and the name and address of the person or entity to whom the debt was originally owed, if different from Creditor.

2. RELATIONSHIP OF PARTIES.

A. Collector agrees to employ those means necessary to represent Creditor in collecting all Claims referred for collection.

B. It is expressly understood that all Claims shall remain the property of Creditor and that Collector is acting as an independent contractor of Creditor for the recovery of Claims referred for the Services.

3. REFERRAL OF CLAIMS

A. Collector will receive all Claims placed for collection by electronic submission of a file to Collector's secure website or secure ftp site.

B. Each Claim shall contain the name of guarantor, service address, dates of service, last known address, date of last payment, delinquency date, amount owed, social security number or federal tax identification number, phone number, and any additional information that may help locate the consumer.

C. Creditor agrees to provide collector all the necessary data elements, for each Claim, in order for Collector to comply with its Claim validation obligations under Regulation F as promulgated by the Federal Consumer Financial Protection Bureau.

i. Creditor agrees the data elements for compliance with Regulation F include, a correct Itemization Date, Amount Owed as of Itemization Date, Any Interest Owed since Itemization Date, any Fees owed since Itemization Date, and any Payments/Credits applied to Claim since Itemization Date, and current amount owed as of placement with Collector.

D. Collector agrees to comply with all of its obligations under Regulation F.

E. Creditor warrants, in order to aid Collector in complying with the Telephone Consumer Protection Act (TCPA), with regards to phone numbers supplied to Collector by Creditor, that Creditor :

i. Express written consent from the consumer to contact them at the phone numbers supplied via an automatic dialing device and may utilize pre-recorded or artificial voice messages for the purposes of collecting amounts owed.

ii. Sample Express Written Consent Language:

"You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

I/We have read this disclosure and agree that {Insert Company Name} may contact me/us as described above."

iii. If client has express written consent please upload a sample of the consent documentation here:

F. Creditor agrees that all Claims referred to Collector will be referred for a period of 12 months from the date of referral and that this referral will automatically renew itself on each anniversary for a period not to exceed six years and eleven months from the date of service of the Claim.

G. Creditor agrees to place Claims with Collector no less frequently than monthly.

H. Creditor warrants that it will not refer to Collector any Claim which has previously been paid or settled; any Claim which has been discharged through bankruptcy; or any Claim where an identity theft or fraud report has been filed.

I. Creditor hereby certifies and warrants that it will notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of any Bankruptcy filing, death notices, fraud notifications, or consumer disputes pertaining to any Claims referred to Collector for collection services.

J. Collector agrees to cease any communication with a consumer if Creditor notifies Collector of a bankruptcy filing, death notice, fraud notification, or consumer dispute on a referred Claim.

K. Creditor agrees that any Claim referred to Collector will not be referred to any other Collector.

L. Collector agrees to acknowledge the receipt of Claims placed for recovery with Collector via an emailed report. It is understood and agreed that Creditor will review the Acknowledgement Report and correct any inaccuracies on these Claims within 7 days of the receipt of the report. In the event that no updates are received by Collector within 7 days, it is agreed that these Claims are correct and that any payments received by either party on these Claims shall be a commissionable event.

M. Creditor agrees that if a file is sent to Collector that contains mass numbers of inaccuracies, which can only be corrected by cancelling all of the Claims and reloading them in Collector's system, Creditor maybe charged a fee for the reloading the Claims.

N. Collector agrees to return to Creditor any Claims based on questionable circumstances.

O. Creditor agrees to notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of notification on any consumer which is being represented by legal counsel in regards to any Claim referred to Collector.

P. Creditor agrees that once Claims are placed with Collector, Collector is entitled to commissions as detailed in this agreement regardless of whether payment is made to Collector's office or directly to Creditor.

Q. Creditor agrees to report all payments made to Creditor's office within 72 hours and Collector agrees to identify the payment as part of consumer's file within 24 hours of notification of reported payments.

4. METHODS OF COLLECTION.

A. Collector agrees to use effective and legal methods of collection.

B. Collector agrees to comply with its obligations under the Fair Debt Collections Practices Act, the Fair Credit Reporting Act, as well as any state specific laws regarding third party collection services.

C. Collector will attempt to skip trace (identify new location and contact information) on those Claims that have bad address or phone numbers.

D. Collector will utilize mailed notices and telephone calls to affect collection on Creditor's behalf.

E. Collector will utilize an automated dialer and messaging technology where allowed by law to contact affect collection on Creditor's Claims.

F. Collector is a data furnisher to national credit reporting agencies and all Claims not collected in full or in a secured payment plan (e.g. credit card, Electronic check, ACH draft or other commercially available methods) within 30 days of referral will be reported to the national credit reporting agencies.

5. CREDIT REPORTING. In the event that Creditor requires Collector to furnish information to a consumer credit reporting company, Creditor shall provide all information required for Collector to accurately furnish such information to the consumer credit reporting companies, including the accurate date of delinquency, account balance and other information that may be required pursuant to the Fair Credit Reporting Act or any regulation thereto, or the National Consumer Assistance Plan implemented by the three major consumer credit reporting companies. Creditor shall fully and completely indemnify and hold harmless Collector and pay all costs and expenses, including reasonable attorney's fees, and all damages or losses incurred by Collector as a result of any third-party claim or lawsuit, or action by any consumer credit reporting companies or government entity, resulting directly or indirectly from the use of the information provided by Creditor which is subsequently furnished to any consumer credit reporting company on any Account. Upon termination and return of an Account on which payment has not been fully received and has not been settled, Collector shall request deletion of any information that it furnished to any Consumer Credit Reporting Company. Collector shall report all accounts on which it reached a settlement or on which payment in full was received during the time that the Account was placed with Collector for Services as a "Settled in Full" or "Paid in Full" account.

6. DISPUTED CLAIMS.

A. It is mutually agreed that Collector will receive disputes and other correspondence from consumers in regards to Creditor's Claims. These will include balance owed disputes, validity of Claim disputes, and fraud disputes.

B. Creditor agrees that it will aid Collector with respect to the Claims in its compliance with Collector's responsibilities as outlined in "OBLIGATIONS OF FURNISHERS UNDER THE FCRA", attached as Exhibit A.

C. From time to time, Collector will request additional information and/or proof on certain Claims that are disputed by consumers. Creditor agrees to provide Collector with the necessary documentation to show the validity of the Claim against the appropriate consumer, such proof includes a copy of the signed service agreement or the last bill in the consumer's name.

D. Creditor agrees to provide to Collector the additional information or proof within five (5) business days of Collector's electronic request.

E. Collector will accept the additional information or proof regarding disputed Claims through its secure website.

7. ANNUAL RECONCILIATION OF CLAIMS.

A. Collector and Creditor agree that ensuring the accuracy of each other's data in regards to the Claims is a necessity in order to ensure compliance with the appropriate laws, including the Fair Debt Collections Practices Act as well as the Fair Credit Reporting Act.

B. It is mutually agreed that on the anniversary of this Agreement Collector shall send electronically to Creditor a list of not less than 25 Claims and Creditor agrees to verify the accuracy of the Claim and report to Collector any missing transactions or updates on said Claims.

C. Creditor agrees if, in Collector's determination, there are a significant number of Claims in the sample that do not match between the systems; Creditor agrees to perform a full Claim reconciliation between Creditor's and Collector's systems.

8. CLAIM DATA RETENTION.

A. Collector will use and retain the Creditor's Claim data only as long as is necessary to affect the Services or as required to comply with legal or regulatory obligations. When Collector no longer requires the Creditor's Claim data, which will generally be no more than seven years after the Date of Service of a Claim, Collector will remove it from its systems. If Collector keeps the data longer, it would be to satisfy legal or regulatory obligations and Collector's legal basis would be relevant law or regulations.

B. Creditor agrees that Collector at the end of each year will purge data that it should no longer retain. This could include accounts that have reached their 7 year credit reporting life cycle, accounts cancelled and returned to Creditor based on Creditor's request, Claims cancelled due Creditor not responding to validation of Claim requests, Claim being included in bankruptcy, Claim belonging to a deceased consumer, or Claim identified as belonging to a litigious consumer.

C. It is mutually agreed that once a Claim has been purged from Collector's system Collector will no longer maintain any record of the Claim in Collector's system, databases, backups of systems and databases, or in any archives.

9. DISCOUNT OF CLAIMS. Creditor to grant Collector authority to discount Claims on Creditor's behalf by % of the total amount of the claim. If Creditor does not grant Collector general discount authority Collector can only discount Claims for less than the amount owed with special, Claim by Claim, approval of Creditor. Said Approval may be given by telephone from Creditor's office.

10. CLAIM ACCOUNTING

A. Collector shall have authority to receive payments from consumers in cash, check, money order, credit card, electronic check, ACH draft or other acceptable payment forms and will have the authority to endorse checks, drafts, money orders or other negotiable instruments which are received from consumers.

B. Collector agrees to place all monies collected on Creditor's behalf into a trust account.

C. Collector agrees to furnish a monthly statement to Creditor each month detailing each payment received at Collector's office as well as all direct payments made to Creditor's office.

D. Creditor agrees and acknowledges that Collector will, from time to time, accept Checks and Credit cards as a method of collection of debts owed Creditor. Furthermore, both parties agree and acknowledge that these instruments serve as provisional settlements, and are subject to revocation, charge-back, dispute, refund or dishonor by the issuing financial institution. In the event that these disputed or dishonored funds have been remitted to the Creditor, both parties agree that this debt shall revert to an "Unpaid" status and Creditor shall repay or refund the disputed or dishonored amount to Collector. Collector will add a debt owed, by the consumer, directly to Collector for any NSF fees or charge-back fees incurred by Collector. At which time, Collector will make its best effort to pursue the dishonored payment to recover the unpaid balance owed Creditor.

11. COMMISSION ON CLAIMS. It is mutually agreed that any payment received on a Claim once it has been referred to Collector for collections services, whether the payment is made to Collector's or to Creditor's offices, will be a commissionable payment. Except for:

A. RECONNECTION OF SERVICE. Definition. A "RECONNECT" is defined as a Claim where the consumer has terminated service voluntarily or where services have been terminated by the Creditor with the express intent, of the consumer, of reinstating service within 5 months from the date of disconnect. In order to qualify as a "RECONNECT", service must be reestablished at the exact same service address where services were initially disconnected within 5 months from the date of disconnect. Any variation on this definition shall not qualify as a "RECONNECT".

i. **Reconnect Commissionable Actions.**

a. Any bad debt/collection Claim turned over to Collector that results in payment directly to Collector or any of its representatives as a result of any effort made by Collector shall be defined as a commissionable Claim and not a "RECONNECT". These efforts are defined as, but not limited to: letters, phone calls, voice messages, emails, scheduled payment plans or any combination of the above listed actions.

b. Any bad debt/collection Claim turned over to Collector that results in payment directly to Creditor and which strictly conforms to the definition listed above shall be considered as a "RECONNECT". As such, the Creditor may reserve the right to recall the Claim from Collector.

c. No "Secondary Placement" Claims will be eligible for "RECONNECT" status.

B. ACCOUNTS REFERRED IN ERROR.

i. It is agreed that Collector shall send via electronic mail to the designated contact at Creditor a listing of Claims (Acknowledgement) that are referred for collection service within 24 hours of the Claims being loaded in to Collector's system.

ii. Creditor agrees to review the Acknowledgement and within seven days notify Collector of any Claims which may have been referred in error.

iii. Collector agrees to cancel any Claim upon notification of Creditor within the seven days.

iv. If Creditor fails to notify Collector within seven days that any Claim was referred in error then any payments made on the referred Claims will be commissionable.

12. COMPENSATION AND INVOICING

A. Creditor agrees to pay the rate of 35 % for all Claims collected whose Date of Service and Date of Referral to Collector are less than, or equal to, 12 months (Primary Placement).

B. Creditor agrees to pay the following rate of 35 **%** for all Claims collected whose Date of Service and Date of Referral to Collector are greater than 12 months (Secondary Placement).

C. Creditor understands that if Creditor does not have Express Consent on their Claims as outlined in Section 3.E. of the Agreement, Collector will add 2% to the rates in 12.A. and 12.B. above.

D. In the event Collector's cost of rendering the Services increases as a result of federal, state, local laws or ordinances, or regulatory, administrative, governmental or judicial acts, then Collector may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to Collector's customers; (ii) Collector will provide at least thirty (30) days prior written notice to Creditor prior to implementing such surcharge; and (iii) any surcharge will be applied only to Claims pertaining to consumers in the geographic area affected by the change of law, ordinance, or regulatory, administrative, governmental or judicial act.

E. Creditor acknowledges that the contingency rates above are based upon the age of Claims at the time of referral and/or volume representations made by Creditor during the negotiation of this agreement. In the event that Creditor fails to meet the age of Claim and/or volume expectations, Collector reserves the right to adjust its charges to Creditor with a 30 day notice to Creditor prior to it going into effect.

F. Creditor agrees that Collector will remit each month a check for monies collected at Collector's offices, minus any commissions due to Collector.

G. Creditor agrees that the contingency rates are based on Creditor setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.

H. All billing is processed monthly between the 1st and the 5th for the previous month's services.

I. Creditor agrees that Creditor has 20 days from the invoice date to dispute any charges appearing on the invoice.

J. Collector will process the automated payment and deliver to Creditor an invoice marked "Paid in Full".

K. All invoices will be delivered via electronic mail to the email addresses designated by Creditor.

L. Creditor agrees that, if their automated payment method is declined, Collector may charge a Non-Sufficient Funds fee, not to exceed $25.00.

M. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.

N. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with Collector.

O. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Creditor agrees to pay Collector's cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Creditor.

P. Creditor will be solely responsible for all federal, state and local taxes levied or assessed in connection with Collector's performance of the Services, other than income taxes assessed with respect to Collector's taxable net income, for which income taxes Collector will be solely responsible.

13. INSURANCE. Collector agrees to carry Liability Insurance.

14. WARRANTIES. Subject to Section 21 "Excusable Delays" hereof, Collector warrants to Creditor that Collector will use lawful and industry accepted methods to provide the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY COLLECTOR HAS GIVEN CREDITOR WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, COLLECTOR MIGHT HAVE GIVEN CREDITOR WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation of Liability. Creditor acknowledges that Collector provides the Services based on information supplied to Collector by Creditor. Creditor acknowledges that the Services are provided by human beings which are not infallible. Creditor also acknowledges that the fees Collector charges Creditor for the Services are based upon Collector's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Creditor and not Collector. Creditor therefore agrees that it is responsible for determining that the Services are in accordance with Collector's obligations under this Agreement. If Creditor reasonably determines that the Services do not meet Collector's obligations under this Agreement, Creditor shall so notify Collector in writing within ten (10) days after receipt of the Services in question. Creditor's failure to so notify Collector shall mean that Creditor accepts the Services as is, and Collector shall have no liability whatsoever for the Services. Unless Collector disputes Creditor's Claim, Collector shall, at its option, either re-perform the Services in question or issue Creditor a credit for the amount Creditor paid for the nonconforming Services. This re-performance or credit constitutes Creditor's sole remedy and Collector's maximum liability for any breach of this Agreement by Collector. If, notwithstanding the above, liability is imposed on Collector, then Creditor agrees that Collector's total liability for any or all of Creditor's losses or injuries from Collector's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Creditor to Collector under this Agreement during the six month period preceding the alleged breach by Collector of this Agreement. Creditor covenants that it will not sue Collector for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL COLLECTOR HAVE ANY OBLIGATION OR LIABILITY TO CREDITOR HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE CREDITOR (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE CREDITOR WAS ADVISED SUCH DAMAGES MIGHT ARISE.

16. INDEMNIFICATION. Each Party hereby agrees to indemnify, defend and hold the other Party, its Affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, contractors, and agents harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a Third Party against a Party based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable Law by such Indemnifying Party, or (c) gross negligence or willful misconduct by such Indemnifying Party, its Affiliates, or their respective employees, contractors or agents.

17. Intellectual Property. Creditor acknowledges that Collector has expended substantial time, effort and funds to create and deliver the Services. The Services and any proprietary methods or mechanisms are and will continue to be Collector's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Creditor or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services. Creditor will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of Collector's or its affiliates' proprietary designations, whether registered or unregistered, without Collector's prior written consent. Under no circumstances will Creditor attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Collector.

18. Non-Solicit Clause. During the term of this agreement and for a period of 1 year subsequent to the termination of this agreement, neither party shall (i). solicit, or encourage any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit, any employee of the opposing party or any of its subsidiaries to leave the employ of the opposing party or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit for employment, hire or engage as an independent contractor, any person who was employed by the opposing party or any of its subsidiaries at any time during the term of the Employee's employment with the other party or any of its subsidiaries; provided, that this clause shall not apply to any individual whose employment with the opposing party or any of its subsidiaries has been terminated for a period of one year or longer.

19. Waiver. Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

20. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Creditor without prior written consent; such consent shall not be unreasonably withheld.

21. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

22. Dispute Resolution. With the exception of any action taken under paragraphs 1, 3, and 4 or any alleged violation of paragraph 15, 16 and 20 of this Agreement, the parties will resolve any dispute arising out of or relating to this Agreement in a binding arbitration conducted under the auspices of the American Arbitration Association. Disputes arising out of or resulting from actions taken under paragraphs 1, 3, and 4 or 15, 16 and 20 may be resolved informally by the parties through the courts.

23. Continuance of Business. In the event that Creditor's business is sold, it is the Creditor's obligation to notify Collector, in writing, within 72 business hours of the effective date of the transaction.

24. Notifications. Creditor and Collector agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

Lake Placid Village, Inc.
Attn:
2693 Main Street
Lake Placid,, NY 12946

ONLINE Information Services, Inc.
J.W. Blair, President
P.O. Box 1489
Winterville, NC 28590

25. Severability. This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

26. TERMINATION OF AGREEMENT.

A. This Agreement is for a period of one year, and will automatically renew itself each year thereafter unless either party notifies the other in writing at least 60 days prior to the expiration of said Agreement. Following the first anniversary this Agreement may be terminated by either party with a sixty-day written notice.

B. Notwithstanding the foregoing, if Creditor is delinquent in the payment of charges, violates applicable law or violates a material term of this Agreement, Collector may, at its election, discontinue providing the Services to Creditor and terminate this Agreement immediately by written notice to the Creditor.

C. Notwithstanding anything to the contrary in this Agreement, if the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due to a change in applicable federal, state, or local laws or regulations, as determined by Collector in its reasonable judgment, Collector may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which apply to Collector's Services or any affected component thereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Collector in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Creditor objects in writing, in which case Collector may exercise its rights under clause (1) above. Collector will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.

D. No Damages or Indemnification for Termination. Neither party shall be liable to the other party for any costs or damages of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages, or for indemnification, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

27. Contract in Entirety; Law. This Agreement sets forth the entire understanding and agreement between Collector and Creditor concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

28. Effective Date. This Agreement is effective upon execution.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement on the date indicated below.

Lake Placid Village, Inc. **ONLINE Information Services, Inc.**

Lake Placid Village, Inc.

Address: 2693 Main Street
Lake Placid,, NY 12946

ONLINE Information Services, Inc.

Address: PO Box 1489
Winterville, NC 28590
www.ONLINECollections.com
(866) 630-6400

Exhibit "A"

All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION:
OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document. Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Section 623(a)(8). Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt Collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the Creditor. If the Creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties when ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The CFPB's website, www.consumerfinance.gov/learnmore**, has more information about the FCRA, including publications for businesses and the full text of the FCRA.**

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681 Section 615 15 U.S.C. 1681m

Section 603 15 U.S.C. 1681a Section 616 15 U.S.C. 1681n

Section 604 15 U.S.C. 1681b Section 617 15 U.S.C. 1681o

Section 605 15 U.S.C. 1681c Section 618 15 U.S.C. 1681p

Section 605A 15 U.S.C. 1681c-A Section 619 15 U.S.C. 1681q

Section 605B 15 U.S.C. 1681c-B Section 620 15 U.S.C. 1681r

Section 606 15 U.S.C. 1681d Section 621 15 U.S.C. 1681s

Section 607 15 U.S.C. 1681e Section 622 15 U.S.C. 1681s-1

Section 608 15 U.S.C. 1681f Section 623 15 U.S.C. 1681s-2

Section 609 15 U.S.C. 1681g Section 624 15 U.S.C. 1681t

Section 610 15 U.S.C. 1681h Section 625 15 U.S.C. 1681u

Section 611 15 U.S.C. 1681i Section 626 15 U.S.C. 1681v

Section 612 15 U.S.C. 1681j Section 627 15 U.S.C. 1681w

Section 613 15 U.S.C. 1681k Section 628 15 U.S.C. 1681x

Section 614 15 U.S.C. 1681l Section 629 15 U.S.C. 1681y

ON LINE
UTILITY EXCHANGE

Proposal for:
Lake Placid Village, Inc.

Providing
Applicant Risk Assessment,
Identity Verification

Submitted by:

Shane Burger
National Account Executive
685 West Firetower Road
Winterville, NC 28590
Direct Line 252-754-3284
sburger@onlineis.com

ABOUT ONLINE

The company that is now ONLINE Information Services, Inc. started as a small merchant credit bureau located in downtown Greenville, NC, in the 1950's. Over time, it changed names from Southeastern Credit Bureaus to Eastern North Carolina Credit Bureaus and several partners came and went. Officially, ONLINE Information Services was formed on August 23, 1989, and the current shareholders have remained in place since November of 1986. ONLINE made a drastic shift in our focus 20 years ago from being a local credit bureau and collection agency serving a wide variety of clients to concentrating on working with municipal and utility providers to eliminate their bad debt.

ONLINE operates one corporate location where all our services are provided to our clients located in Winterville, North Carolina. ONLINE does not outsource any of our services, this means that ONLINE has total control over the level of service our clients receive.

ONLINE is currently a member of the American Collectors Association (ACA) and our President currently sits on the board of the North Carolina Collectors Association which is directly affiliated with the ACA. ONLINE is also a member of the Consumer Data Industry Association. Being members of these two key industry associations shows ONLINE's commitment to making sure we remain at the fore front of federal, state, and local regulation when it pertains to providing collection and credit reporting services to our clients.

CLIENTS

ONLINE Information Services currently serves approximately 5500 clients in its credit screening and risk assessment services. In addition ONLINE serves an additional 800 clients in its collection agency division, ONLINE Collections. The Utility Exchange and the Rental Exchange provide utilities and property management clients with risk assessment services. While ONLINE strives to lower our clients write offs through providing these services ONLINE is able to locate debtors through this network and collect from them when others are still looking for them.

OVERVIEW OF SERVICES

ONLINE uses a proprietary scoring module that is based on the applicant's Experian File One credit score and then applies ONLINE's own modeling based on our own data and the applicant's past utility payment history. It is 99% accurate in predicting the likelihood of a consumer paying their utility bill two years into the future.

Keep in mind that a good portion of credit bureau scoring models are heavily weighted because of medical bills and other unpaid bills that have little to do with whether the applicant will default on their bill to your company.

Our job is to identify those consumers who apply for service and tell you how much deposit, if any, you need to charge that applicant to reduce or eliminate the risk of you losing money through a charge-off to bad debt.

ONLINE Utility Exchange prioritizes unpaid utility bills in our scoring model and that sets us apart is our deposit decision feature. ONLINE has millions of unpaid utility bills that are not reported anywhere else plus all of those reported to Experian. We are able to score every adult American. If an applicant has an unpaid utility bill, we force a maximum deposit on those particular applicants. This allows our clients to protect themselves from these utility non-payers.

The ONLINE Utility Exchange report offers your company a "total solution" to eliminating bad debt at the point of application and changes the dynamics of your relationship with your customers.

ON LINE
UTILITY EXCHANGE

JODY, KIMBERLY A
887700366 SSN Search
7029 N FISK CT
KANSAS CITY, MO 64511
PHONE: 8165551212
Reported DOB: 03/25/1959

Print Report
Print Adverse Letter

SSN Verification

RED FLAG ALERT

Good Match

REPORTED ADDRESS DOES NOT MATCH INQUIRY
ISSUED: 1964-1966

Deposit Decision

56.6%
Potential Delinquency Risk

Maximum Deposit: $350
CHAPTER 13 BANKRUPTCY DISMISSED
FILED: 1/7/2014

Exchange Results

KIMBERLY JODY
123 MAIN ST
LEXINGTON, KY 40502
Company: ELECTRIC COOPERATIVE
ACCT#: 105893-16
Amount Owed: $335.27
Service Ended: 12/7/2014

Other Unpaid Utilities

NASHVILLE ELECTRIC SVC-E
ACCT#: 7150460000498542
Amount Owed: $356.00 as of 12/28/2012

ALLEN, DONALD S
SSN Search **888366186**
10 PARKER RD
ASHLAND, MA 01721
PHONE: 5085551212
Reported DOB: 04/14/1965

SSN Verification

RED FLAG ALERT

No Match

INVESTIGATE IDENTITY FURTHER

Deposit Decision

2.4%
Potential Delinquency Risk

Minimum/Waive Deposit

Exchange Results

✓ No Exchange Results Found

Other Unpaid Utilities

✓ No Negative Data Available

The final section, Exchange Results and Other Unpaid Utilities tells you whether this applicant pays their utility bills. We pull the Exchange Results from our other Exchange members, so you would get all of the charged-off accounts from all Utility Exchange Members returned in this section. Obviously, not everybody uses our product – at least not yet – so we scrape any unpaid utility bills off of the credit file and return those bills for you. The great thing here is that if your applicant owes another utility, the deposit decision is automatically pushed to require a maximum deposit.

Next, the applicant is handed an adverse action letter that prints right at your office. That Adverse Action letter takes your CSR out of any dispute about the adverse action (charging a higher deposit). If that consumer or any consumer owes your utility money, it shows up and that triggers a psychological flag that raises the value of that unpaid bill in that consumer's mind.

Finally, the demographic data: i.e. name, address, social, phones, place of employment, and any other data you enter into your application screen, is scraped as it is submitted to pull your Utility Exchange file and that demographic data is then systematically compared to charged-off bad debt in our system at our collection agency and those accounts are then called and their past-due amounts collected.

Commercial and business applicants can be screen through three options from our website: 1) an Experian Intelliscore report returns a score on the likelihood of that business paying you; 2) a full Business Report returns a full commercial credit report on that business, 3) a combined report combines the power of both. We also recommend using the normal Utility Exchange Report for screening sole proprietorships, partnerships and LLC's. All this is available through our web portal.

"The Total Solution"

The ONLINE Utility Exchange prevents bad debt at the point of service application

ONLINE Information Services, Inc. operates both the ONLINE Utility Exchange and ONLINE Collections. Through the ONLINE Utility Exchange our members are able to assess the risk of providing service to a new applicant thus taking an accurate deposit at the point of application preventing a bad debt from ever occurring. The Exchange provides an ID Verification, Deposit Decision, and the Utility Exchange Data. Due to changes in the Fair Credit Reporting Act and the additional responsibilities of utilities with regard to the new Red Flag Rules our clients are able to leverage their use of the ONLINE Utility Exchange to be in compliance.

Allows members to track non-payers and require an increased deposit based on the fact that the applicant does not pay their utility bills specifically
Accurately assesses the risk of doing business with the new service applicant
Verifies new service applicant is providing the correct identity information

AFFILIATIONS AND CERTIFICATIONS

ONLINE has been a member in good standing with the American Collectors Association (ACA) since 1988. ONLINE's president, John W. Blair, is on the board of directors for the NC Chapter of ACA. This membership keeps ONLINE informed of any future changes in collection laws and allows us to maintain compliance with existing laws. ONLINE takes our memberships a step further by being actively involved in associations that affect organizations like Lake Placid Village, Inc..

March 24th,

Memo: Permanent Hire Letter

Mayor Devlin and Trustees,

Effective March 30th Megan Holzer has completed her six month probationary period. I request that she be made a permanent employee and upon re-evaluation that her pay rate be increased to $21.12/hr. Megan has shown a passion for learning and advancing herself within the Village and has learned the job quickly. She has proven she is an asset and is willing to go above and beyond.

Mindy Goddeau, Treasurer

Ready to Protect

Proud to Serve

Lake Placid Police Department
Memorandum

DATE: March 23, 2026

TO: Mayor Devlin

FROM: Chief C. P. Dobson

SUBJECT: Peter Mitchell Part-Time Hire

Mayor, I am writing this memo as a request to hire Peter Mitchell as a part-time Police Officer. Pete is a retired Police Chief from the Plattsburgh Police Department with extensive law enforcement training and experience. Pete has successfully completed pre-employment screening. Due to his experience, I propose that we hire Pete at a rate of $32.00 per hour. His application is attached.

If you or the Board members have any questions, please do not hesitate to contact me.

Town of North Elba

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LAKE PLACID, NY 12946
TEL (518) 523-9516
FAX (518) 523-9569

RICK PRESTON
SUPERVISOR
LAURIE C. DUDLEY
TOWN CLERK | TAX COLLECTOR
523-2162
RICHARD CUMMINGS
EMILY KILBURN POLITI
JASON LEON
JACK MOULTON
TOWN COUNCIL
KENNETH PORTER
SUPT. OF HIGHWAYS
523-9081
AMY SCHULER
BUDGET OFFICER
523-9517
JEREMY FREEMAN
PARK DIST. MGR.
523-2591
DARCI WHITNEY
CODE ENFORCEMENT OFFICIAL
523-9518
TODD ANTHONY
ASSESSOR
TEL: 523-1975 | FAX: 523-9821
TOWN COURT OFFICE
523-2141
MARK SCHACHNER
ATTORNEY FOR THE TOWN

March 31, 2026

Supervisor Rick Preston
Town of North Elba Board
Lake Placid, NY 12946

Mayor Art Devlin
Village of Lake Placid
Lake Placid, NY 12946

Re: Review Board and ZBA Appointments

There is an open position on both the Review Board and on the Zoning Board of Appeals. The Building Department was contacted by three candidates who expressed interest in the two open positions. Each candidate has valuable strengths which would make them an asset to the respective Boards. Included are their letters of interest and short biographies.

- Bella Abbadessa is The Clean Energy Hub Program Coordinator at the Adirondack North Country Association and has a passion to be involved it the local community.
- Anthony Dawson-Ellis has a long history of developing and managing properties in the Adirondacks.

The Review Board position is filling a vacated term which expires at the end of 2028.
At this time, we recommend appointing Bella Abbadessa.

- Molly Smith is a Lake Placid native with expertise in urban planning. She has a connection to this area and wants to share her knowledge.

The Zoning Board of Appeals position is also filling a vacated term which expires at the end of 2026.
At this time, we recommend appointing Molly Smith.

The Building Department requests that the Town and Village appoint the new members at the respective next available meetings.

Darci Whitney

Darci Whitney, Code Enforcement Officer
Building Department

Anita

From:	Greg Borzilleri <Greg.Borzilleri@IRONMAN.COM>
Sent:	Wednesday, March 18, 2026 8:08 PM
To:	Jeremy Freeman
Cc:	Anita; Kristen Boslet; rich sugarshakers; MaryJane Lawrence
Subject:	Ironman 2026 race day 7/19/26

Hey Jeremy and Anita

I wanted to get ahead of things and ask about the approval for:

1. Use of HSG paved area for our supply crew, trucks, etc. We usually start bringing box trucks and trailers in July 5 and I realize that is the last day of the HS so we will obviously work around it and stage them in other areas (maybe the lax field parking or off site?)
2. Use of Mids Park for our welcome ceremony 4-6p Friday July 17
3. Use of Beach House July 18-19 for VIP. Copying Kristen Boslet- in the past we used it the week prior but Kristen likes using her High School classroom- yes?
4. Water testing 2 weeks prior to the event
5. Use of the restrooms at the HSG for volunteer camping starting Friday July 17 in the morning and out Monday 7/20 same time to comply with NYS DOH requirements.
6. Use of the long building and grass area for Monday 7/20 post-race breakfast and volunteer dinner (copying Rich at Sugar Shakers). We normally set up tents on 7/16
7. Use of above for Doctor Dinner Saturday 7/18.
8. Use of mini tri area at beach for Kids Race 7/17
9. Beach setup/dock space for safety boats starting Wed 7/15, beach setup after 2p Sat 7/18 for race start setup

You are both welcome (along with Rick/Jackie or Art) to attend our All-Agency meeting - we normally schedule it for the last week of April/1st week of May. Details forthcoming.

Let me know what you think of the above?

Thanks for all your help as we enter year 26 of Ironman Lake Placid!

Greg Borzilleri
Race Director
Ironman Lake Placid

1936 Saranac Ave. # 2-257
Lake Placid, NY 12946

Anita

From: Carl Dates <carljamesdates@gmail.com>
Sent: Thursday, March 26, 2026 9:53 AM
To: Anita
Cc: Lee; Erin DeSantis
Subject: DDR Road Closure and motorized boat usage

Hello Anita,

The Rotary Club of LP would like to request again this year:

1. Road closure on Sentinel road from Station to Fir Way. We have already spoken to Chuck Dobson about collaborating with the police on this.
2. Use of a motorized boat (by our duck launchers, Howl at the Moon) on mill pond.

The date of the race is Saturday, Sept 19th. Please let me know what we need to do to get this approved by the village board for a successful DDR again this coming year!

Thanks so much for all you do for our community,

CJ Dates