VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES

AGENDA
REGULAR MEETING
MONDAY, APRIL 27, 2026 5:30 PM
39 MAIN STREET, SARANAC LAKE, NY 12983

This meeting may be viewed via ZOOM
Join Zoom Meeting
http://us02web.zoom.us/j/86856122537
Meeting ID: 868 5612 2537

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Audit of Claims/Vouchers
E. Approval of Minutes from April 13, 2026 Regular and Annual Meeting
F. Special Guest: Karen Regen-Harbor Hill Short Term Rental Request
G. Public Comment
H. Items for Board Action
   84-2026 Adopt 2026-2027 Budget
   85-2026 Adopt 2026-2027 Sewer Rates
   86-2026 Adopt Gender Based Violence and the Workplace Policy
   87-2026 Amend Employee Handbook
   88-2026 Call for a Public Hearing to amend the Village Code Sewer § 221-25
   89-2026 Hire Fire Driver
   90-2026 Re-levy unpaid water/sewer bills to Village Tax Bills
   91-2026 Call for a Public Hearing on Saranac Lake Volunteer Fire Contract
   92-2026 Approve Can-Am Rugby Tournament Park Use Application
   93-2026 Accept NYS DEC Zero Emission Vehicle Grant Award
   94-2026 Accept River Valley Regeneratives Memorandum of Understanding
   95-2026 Accept NYS DEC Smart Growth Grant Contract
   96-2026 Resolution Procurement Policy

I. Board Discussion
   a. Committees, Task Forces, Advisory Boards
J. Public Comment
K. Adjournment

PUBLIC COMMENT GUIDELINES
Village of Saranac Lake Board of Trustees

The Village Board welcomes public input. These guidelines help ensure meetings remain efficient and respectful.

WHEN TO SPEAK
Public comment is available during designated times on the agenda, including public hearings.

HOW TO PARTICIPATE
- Wait to be recognized by the Mayor
- State your name for the record
- Address comments to the Board as a whole

TIME LIMITS
- Up to **5 minutes per speaker**
- Time may be adjusted to allow everyone an opportunity to speak

EXPECTATIONS
- Be respectful and concise
- No interruptions, personal attacks, or disruptive behavior
- Comments should relate to Village matters

The Mayor may end comments that do not meet these standards.

BOARD RESPONSE
Public comment is for sharing input with the Board.
It is not a back-and-forth discussion.

Board members may:
- Listen and consider
- Offer brief clarification
- Refer items for follow-up

FOLLOW-UP
If you would like a response, you may leave your name and contact information with the Village Clerk.

WRITTEN COMMENTS
Comments may be submitted at any time to the Village Clerk by email or writing (clerk@saranaclakeny.gov).

Thank you for helping us conduct Village business in a way that is efficient and respectful.

VILLAGE BOARD REGULAR MEETING
Monday, April 13, 2026
5:00 PM
Meeting was held in person in the Harrietstown Town Hall Auditorium

CALL TO ORDER
PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Brunette present; Trustee Evans present; Trustee Ryan; present; Trustee Trudeau present; Trustee White present.

AUDITING:
Chair Mayor Williams called for a motion to approve payment for the 2026 Budget $184,912.53 batch number 04132026. Complete details of these vouchers are attached and made part of these minutes.
Motion: Ryan Second: White
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

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

PUBLIC HEARING: 2026-2027 Tentative Budget
Motion: White Second: Ryan
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.
Public Comment:
Jordanna Mallach 3rd party audit in budget and Harrietstowns per $1000 assessed value rate increase
Chris McNally concerns on outside village water/sewer rates

PUBLIC COMMENT:
Amanda Alshareef safety concerns of the Village

ITEMS FOR BOARD ACTION:

Bill 62-2026 Authorize the acceptance of Adirondack Park Community Smart Growth Grant
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Ryan Second: Evans
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 70-2026 Authorize Budget Adjustment for Teamsters Wage Increase
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: White Second: Ryan
Roll Call: Brunette yes; Evans no; Ryan yes; Trudeau yes; White yes.

Bill 71-2026 Approve Shared Services Agreement
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Evans Second: Ryan
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 72-2026 Approve Park Use Application for Adirondack Rail Trail Community Day
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Ryan Second: White
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 73-2026 Reappoint members to DAB
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Ryan Second: Evans
Motion to Table: Ryan Second: White
Roll Call to Table: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 74-2026 Reappoint members to PTAB
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Ryan Second: Evans
Motion to Table: Ryan Second: White
Roll Call to Table: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 75-2026 Deem Equipment Surplus
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Evans Second: Ryan
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 76-2026 Approve overnight travel for Com Dev Department
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Ryan Second: Trudeau
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 77-2026 Establish Saranac Lake Downtown Parking Task Force
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Ryan Second: Evans
Motion to Table: Ryan Second: White
Roll Call to Table: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 78-2026 Adopt Policy for submission of grant applications
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Evans Second: Ryan

Roll Call: Brunette yes; Evans yes; Ryan no; Trudeau yes; White yes.

Bill 79-2026 Establish Standard Workday for elected and appointed officials
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: White Second: Ryan
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 80-2026 Issue RFQ for independent financial audit
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: White Second: Ryan
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 81-2026 Authorize wayfinding structures for Riverwalk
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Ryan Second: White
Roll Call: Brunette yes; Evans yes; Ryan no; Trudeau yes; White yes.

Bill 82-2026 Authorize issuance of RFP for General Legal Services
A copy of the bill is attached and made part of these minutes
Chair Mayor Brunette called for a motion
Motion: Evans Second: White
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

Bill 83-2026 Establish Finance Committee
Chair Mayor Brunette called for a motion
Motion: Ryan Second: White
Motion to amend: White Second: Ryan
Roll Call to amend: yes; Evans yes; Ryan yes; Trudeau yes; White yes.
Roll Call on amended: Brunette yes; Evans yes; Ryan no; Trudeau yes; White yes.

PUBLIC COMMENT:
Mark Wilson finance meeting during regular meeting and public comment
Elizabeth Kochar concerns on Nicole McClatchie and KT Stiles removal

EXECUTIVE SESSION: Employment History of particular person (s)
Chair Mayor Brunette called for a motion to enter into executive session
Motion: Evans Second: White
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.
Motion to exit Executive Session: Trudeau Second: Evans
Roll Call: Brunette yes; Evans yes; Ryan yes; Trudeau yes; White yes.

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

VILLAGE BOARD PECIAL MEETING
Monday, April 20, 2026
Regular Meeting began at 5:30 PM and ended 7:30 p.m.
Meeting was held in person in the Village Board Room and was also available on zoom

CALL TO ORDER
PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Brunette present; Trustee Trudeau present ; Trustee Ryan; present; Trustee Evans present; Trustee White present;
Staff also Present: Village Manager Bachana Tsiklauri, Village Treasurer Kendra Morgan, and Deputy Clerk Brandee Reiley

PUBLIC COMMENT:

ITEMS FOR BOARD ACTION:

BUDGET WORK SESSION
VILLAGE ADVISORY BOARDS AND COMMITTEES

Special meeting for the purpose of bringing newly elected trustees up to speed on the proposed 2026-2027 budget.

Remove the proposed 3% compensation increases for administrative personnel from the tentative budget. Evaluate salary adjustments on an individual basis, using each employee's performance evaluation as the determining factor.

Village finances are stable and operate at a surplus, despite a budgeted deficit on paper. Declines in fund balance are intentional, driven by capital investments and strategic use of surplus funds.

Surplus contingency funds to be reallocated to priority projects using a 34% distribution. Request to document this change for clear year-over-year (YOY) fund comparison.

Need for clearer budget communication and documentation, especially for year-over-year comparisons

- Financial sustainability
- Transparency to taxpayers
- Improved committee structure and oversight

PUBLIC COMMENT:

Jordanna Mallach, Supervisor of Harrietstown
Observed, $2M decrease in fund balance (2024–2025)
Questioned continued funding of, $150K contingency
No usage in 2024, 2025, or 2026 to date
Noted, 50% reduction in police equipment budget
Identified missing/inconsistent data in posted budget documents
Emphasized, need to connect decisions to taxpayer impact
Importance of fiscal restraint and saying "no" when necessary

Jodi Gunther, Housing Task Force Member
Coordination issues with Housing Task Force meetings
Members unable to access meeting space
Highlighted ongoing momentum and active projects
Requested, interim board liaison support
Looking for better communication and logistical coordination

MOTION TO ADJURN: Mayor Brunette called for a motion
Motion: Trustee Evans Second: Trustee Evans.
Roll Call: Brunette yes; Ryan yes; Evans yes; White yes; Trudeau yes.

Accounts Payable

Computer Check Proof List by Vendor

User: accountspayable@saranaclakeny.gov
Printed: 04/21/2026 - 1:21PM
Batch: 00006.04.2026 - Vouchers 2026-04-27

Invoice No		Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor:	3746	FIRST NATIONAL BANK OF OMAHA			Check Sequence: 1		ACH Enabled: False
7965		Credit card bill through 04/13/26	7,880.50	04/27/2026	250-8662-0414-0000	11056620	
		Check Total:	7,880.50				
Vendor:	3445	LABELLA ASSOCIATES, DPC			Check Sequence: 2		ACH Enabled: False
301981		Prof. Services- Baldwin Park (LEAF Grant)	1,357.50	04/27/2026	140-7110-0200-0000	11056612	
		Check Total:	1,357.50				
Vendor:	294	MEYER, FULLER & STOCKWELL, PLLC			Check Sequence: 3		ACH Enabled: False
14953		Legal services for Water & Sewer Capital Projec	1,121.00	04/27/2026	251-1420-0400-0000	11056604	
14953		Legal services for Water & Sewer Capital Projec	796.50	04/27/2026	252-1420-0400-0000	11056604	
		Check Total:	1,917.50				
Vendor:	3381	ADIRONDACK TECHS. LLC			Check Sequence: 4		ACH Enabled: False
13948		Recurring Monthly Services - April 2026	748.00	04/27/2026	001-1680-0400-0000	11056608	
13948		Recurring Monthly Services - April 2026	726.00	04/27/2026	005-8110-0400-0000	11056608	
13948		Recurring Monthly Services - April 2026	726.00	04/27/2026	004-8310-0400-0000	11056608	
13977		Recurring Monthly Hosted Services	497.56	04/27/2026	005-8110-0400-0000	11056608	
13977		Recurring Monthly Hosted Services	497.56	04/27/2026	004-8310-0400-0000	11056608	
13977		Recurring Monthly Hosted Services	512.63	04/27/2026	001-1680-0400-0000	11056608	
		Check Total:	3,707.75				
Vendor:	2265	AROLD CONSTRUCTION CO., INC.			Check Sequence: 5		ACH Enabled: False
2026083		Clean/CCTV Inspection 03/23/2026	4,350.00	04/27/2026	005-8120-0401-0000	11056597	
		Check Total:	4,350.00				

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor: 3406	AXON ENTERPRISE, INC.			Check Sequence: 6		ACH Enabled: False
INUS414804	Taser Instructor Course	895.00	04/27/2026	001-3120-0406-0000	11056611	
	Check Total:	895.00				
Vendor: 628	CFSWMA			Check Sequence: 7		ACH Enabled: False
20102955	Disposal of Grit Screenings/Sludge from WWTP	175.50	04/27/2026	005-8130-0400-0000	11056632	
20102996	Disposal of Grit Screenings/Sludge from WWTP	148.00	04/27/2026	005-8130-0400-0000	11056632	
40124004	BLANKET PO - TRASH DISPOSAL	158.10	04/27/2026	001-8160-0400-0000	11056632	
	Check Total:	481.60				
Vendor: 1998	COAKLEY HOME & HARDWARE			Check Sequence: 8		ACH Enabled: False
624386	Blanket PO - March 2026	67.49	04/27/2026	005-8130-0401-0000	11056593	
624406	Blanket PO - March 2026	44.96	04/27/2026	001-5132-0401-0000	11056593	
624481	Blanket PO - March 2026	282.99	04/27/2026	005-8120-0401-0000	11056593	
624484	Blanket PO - March 2026	95.38	04/27/2026	001-3410-0401-0000	11056593	
624552	Blanket PO - March 2026	6.29	04/27/2026	001-5110-0401-0000	11056593	
624647	Blanket PO - March 2026	21.59	04/27/2026	005-8120-0401-0000	11056593	
624696	Blanket PO - March 2026	40.49	04/27/2026	005-8130-0401-0000	11056593	
624699	Blanket PO - March 2026	15.82	04/27/2026	001-5142-0408-0000	11056593	
624738	Blanket PO - March 2026	99.86	04/27/2026	001-5132-0401-0000	11056593	
624836	Blanket PO - March 2026	16.19	04/27/2026	001-7260-0401-0000	11056593	
624852	Blanket PO - March 2026	29.69	04/27/2026	005-8130-0401-0000	11056593	
624903	Blanket PO - March 2026	17.09	04/27/2026	001-5142-0401-0000	11056593	
625014	Blanket PO - March 2026	21.56	04/27/2026	005-8130-0401-0000	11056593	
	Check Total:	759.40				
Vendor: 2464	LUKE CROMP			Check Sequence: 9		ACH Enabled: False
04/06-04/09	Travel reimbursement - Fire Arms Instructor trai	501.18	04/27/2026	001-3120-0406-0000	11056601	
	Check Total:	501.18				
Vendor: 425	EAST COAST EMERGENCY LIGHTING LLC			Check Sequence: 10		ACH Enabled: False
507549	Lens Replacement	265.20	04/27/2026	001-3410-0410-0000	11056624	
	Check Total:	265.20				

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor: 3551	ENDYNE INC.			Check Sequence: 11		ACH Enabled: False
572187	SPEDES Required Testing @ WWTP (lab testin	111.00	04/27/2026	005-8130-0400-0000	11056615	
572425	Raw & Purification Water Testing @ Water Treat	50.00	04/27/2026	004-8330-0400-0000	11056615	
573159	SPEDES Required Testing @ WWTP (lab testin	131.00	04/27/2026	005-8130-0400-0000	11056615	
573160	Raw & Purification Water Testing @ Water Treat	50.00	04/27/2026	004-8330-0400-0000	11056615	
	Check Total:	342.00				
Vendor: 4085	EXCELLUS BLUECROSS BLUESHIELD			Check Sequence: 12		ACH Enabled: False
47785857	Retiree Traditional Health Plan - May 2026	472.38	04/27/2026	004-9060-0800-0000	11056622	
47785857	Retiree Traditional Health Plan - May 2026	896.42	04/27/2026	001-3120-0860-0000	11056622	
47785857	Retiree Traditional Health Plan - May 2026	472.38	04/27/2026	005-9060-0800-0000	11056622	
47785857	Retiree Traditional Health Plan - May 2026	486.68	04/27/2026	001-9060-0800-0000	11056622	
	Check Total:	2,327.86				
Vendor: 3159	EXCELLUS HEALTH PLAN			Check Sequence: 13		ACH Enabled: False
47788837	Retiree Prescription Plan - May 2026	430.16	04/27/2026	001-9060-0800-0000	11056605	
47788837	Retiree Prescription Plan - May 2026	1,089.48	04/27/2026	001-3120-0860-0000	11056605	
47788837	Retiree Prescription Plan - May 2026	322.62	04/27/2026	005-9060-0800-0000	11056605	
47788837	Retiree Prescription Plan - May 2026	322.62	04/27/2026	004-9060-0800-0000	11056605	
	Check Total:	2,164.88				
Vendor: 5003	EXCELLUS HEALTH PLAN - GROUP			Check Sequence: 14		ACH Enabled: False
47786036	PD Health Insurance Premium-May 2026	9,233.95	04/27/2026	001-3120-0860-0000	11056628	
	Check Total:	9,233.95				
Vendor: 2506	F.W. WEBB			Check Sequence: 15		ACH Enabled: False
95590699	2 1/2" Ball Valve - 1995 F800	686.32	04/27/2026	001-8170-0408-0000	11056602	
	Check Total:	686.32				
Vendor: 3746	FIRST NATIONAL BANK OF OMAHA			Check Sequence: 16		ACH Enabled: False
7965	Credit card bill through 04/13/26	100.00	04/27/2026	001-1230-0406-0000	11056620	
7965	Credit card bill through 04/13/26	310.65	04/27/2026	001-7260-0401-0000	11056620	
7965	Credit card bill through 04/13/26	126.74	04/27/2026	001-7110-0401-0000	11056620	
7965	Credit card bill through 04/13/26	31.66	04/27/2026	004-8310-0400-0000	11056620	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
7965	Credit card bill through 04/13/26	1,368.28	04/27/2026	001-3120-0406-0000	11056620	
7965	Credit card bill through 04/13/26	35.97	04/27/2026	001-1010-0401-0000	11056620	
7965	PACT Club Timer III- Shot timer	129.95	04/27/2026	001-3120-0200-0000	11056620	
7965	Credit card bill through 04/13/26	38.37	04/27/2026	001-1680-0400-0000	11056620	
7965	Credit card bill through 04/13/26	70.96	04/27/2026	001-8620-0401-0000	11056620	
7965	Credit card bill through 04/13/26	119.99	04/27/2026	001-6410-0401-0000	11056620	
7965	Credit card bill through 04/13/26	31.66	04/27/2026	005-8110-0400-0000	11056620	
	Check Total:	2,364.23				
Vendor: 3728	GUTHRIE SALES AND SERVICE			Check Sequence: 17		ACH Enabled: False
23155	1" Stainless Steel Sewer Nozzle w/ spare inserts	881.30	04/27/2026	005-8130-0408-0000	11056619	
	Check Total:	881.30				
Vendor: 5226	HIGH PEAKS FORD			Check Sequence: 18		ACH Enabled: False
28816	Determine check engine light - PD 2023 Explore	260.00	04/27/2026	001-3120-0408-0000	11056630	
	Check Total:	260.00				
Vendor: 4887	JOE JOHNSON EQUIPMENT LLC			Check Sequence: 19		ACH Enabled: False
P03459	Brake Master Cylinder - Sidewalk Broom	1,505.28	04/27/2026	001-8170-0408-0000	11056626	
	Check Total:	1,505.28				
Vendor: 997	KONICA MINOLTA PREMIER FINANCE			Check Sequence: 20		ACH Enabled: False
48962904	Copier Lease - Village Offices & PD	113.02	04/27/2026	001-3120-0400-0000	11056633	
48962904	Copier Lease - Village Offices & PD	133.37	04/27/2026	005-8110-0400-0000	11056633	
48962904	Copier Lease - Village Offices & PD	137.40	04/27/2026	001-1610-0400-0000	11056633	
48962904	Copier Lease - Village Offices & PD	133.37	04/27/2026	004-8310-0400-0000	11056633	
	Check Total:	517.16				
Vendor: 3389	TRAVIS LABAR			Check Sequence: 21		ACH Enabled: False
0310-0312	Travel reimbursement 03/10-03/12	233.10	04/27/2026	001-3120-0406-0000	11056609	
	Check Total:	233.10				
Vendor: 3504	MAHONEY NOTIFY-PLUS, INC.			Check Sequence: 22		ACH Enabled: False
0364601-IN	Quarterly Monitoring Fire/HVAC 1-3 Main	178.50	04/27/2026	001-1620-0400-0000	11056614	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	178.50				
Vendor: 2369	MALONE ALIGNMENT & BRAKE CENTER			Check Sequence: 23		ACH Enabled: False
260406010	Front end alignment - 2020 F550 4x4	125.00	04/27/2026	001-5142-0408-0000	11056598	
	Check Total:	125.00				
Vendor: 2208	MBF2, INC			Check Sequence: 24		ACH Enabled: False
MAY 2026	2025-26 Rent "Sears" Lot	1,979.22	04/27/2026	001-5650-0400-0000	11056596	
	Check Total:	1,979.22				
Vendor: 4909	MX FUELS & PROPANE			Check Sequence: 25		ACH Enabled: False
F5138917	Fuel Oil/Propane - March 2026	887.61	04/27/2026	004-8320-0404-0000	11056627	
F5138918	Fuel Oil/Propane - March 2026	543.92	04/27/2026	001-7260-0404-0000	11056627	
F5138926	Fuel Oil/Propane - March 2026	2,823.84	04/27/2026	005-8130-0404-0000	11056627	
F5138957	Diesel - March 2026	1,723.48	04/27/2026	001-5142-0409-0000	11056627	
F5138982	Fuel Oil/Propane - March 2026	357.49	04/27/2026	004-8320-0404-0000	11056627	
F5138982	Fuel Oil/Propane - March 2026	357.49	04/27/2026	005-8130-0404-0000	11056627	
F5138982	Fuel Oil/Propane - March 2026	368.33	04/27/2026	001-5132-0404-0000	11056627	
F5138983	Fuel Oil/Propane - March 2026	118.57	04/27/2026	001-1640-0404-0000	11056627	
F5138983	Fuel Oil/Propane - March 2026	115.08	04/27/2026	004-1640-0404-0000	11056627	
F5138983	Fuel Oil/Propane - March 2026	115.08	04/27/2026	005-1640-0404-0000	11056627	
F5138984	Fuel Oil/Propane - March 2026	591.73	04/27/2026	001-3410-0404-0000	11056627	
F5139426	Diesel - March 2026	1,457.63	04/27/2026	001-5142-0409-0000	11056627	
F5139460	Fuel Oil/Propane - March 2026	101.71	04/27/2026	001-5132-0404-0000	11056627	
F5139460	Fuel Oil/Propane - March 2026	98.73	04/27/2026	004-8320-0404-0000	11056627	
F5139460	Fuel Oil/Propane - March 2026	98.73	04/27/2026	005-8130-0404-0000	11056627	
F5139461	Fuel Oil/Propane - March 2026	65.49	04/27/2026	001-1640-0404-0000	11056627	
F5139461	Fuel Oil/Propane - March 2026	63.57	04/27/2026	005-1640-0404-0000	11056627	
F5139461	Fuel Oil/Propane - March 2026	63.57	04/27/2026	004-1640-0404-0000	11056627	
F5139462	Fuel Oil/Propane - March 2026	263.80	04/27/2026	001-3410-0404-0000	11056627	
F5139527	Fuel Oil/Propane - March 2026	802.96	04/27/2026	001-3120-0404-0000	11056627	
F5139565	Fuel Oil/Propane - March 2026	997.53	04/27/2026	001-1620-0404-0000	11056627	
F5139766	Fuel Oil/Propane - March 2026	1,275.32	04/27/2026	005-8121-0404-0000	11056627	
F5139781	Diesel - March 2026	1,042.07	04/27/2026	001-5142-0409-0000	11056627	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
F5139808	Fuel Oil/Propane - March 2026	217.14	04/27/2026	005-8130-0404-0000	11056627	
F5139808	Fuel Oil/Propane - March 2026	217.14	04/27/2026	004-8320-0404-0000	11056627	
F5139808	Fuel Oil/Propane - March 2026	223.73	04/27/2026	001-5132-0404-0000	11056627	
F5139809	Fuel Oil/Propane - March 2026	89.41	04/27/2026	001-1640-0404-0000	11056627	
F5139809	Fuel Oil/Propane - March 2026	86.77	04/27/2026	004-1640-0404-0000	11056627	
F5139809	Fuel Oil/Propane - March 2026	86.77	04/27/2026	005-1640-0404-0000	11056627	
F5139810	Fuel Oil/Propane - March 2026	430.43	04/27/2026	001-3410-0404-0000	11056627	
F5139964	Fuel Oil/Propane - March 2026	357.11	04/27/2026	001-7260-0404-0000	11056627	
F5140145	Fuel Oil/Propane - March 2026	1,509.15	04/27/2026	004-8320-0404-0000	11056627	
F5140166	Diesel - March 2026	1,515.91	04/27/2026	001-5142-0409-0000	11056627	
F5140166	Diesel - March 2026	139.75	04/27/2026	005-8120-0409-0000	11056627	
F5140166	Diesel - March 2026	231.40	04/27/2026	001-3410-0409-0000	11056627	
F5140188	Fuel Oil/Propane - March 2026	229.52	04/27/2026	005-8130-0404-0000	11056627	
F5140188	Fuel Oil/Propane - March 2026	229.52	04/27/2026	004-8320-0404-0000	11056627	
F5140188	Fuel Oil/Propane - March 2026	236.48	04/27/2026	001-5132-0404-0000	11056627	
F5140189	Fuel Oil/Propane - March 2026	104.86	04/27/2026	004-1640-0404-0000	11056627	
F5140189	Fuel Oil/Propane - March 2026	108.05	04/27/2026	001-1640-0404-0000	11056627	
F5140189	Fuel Oil/Propane - March 2026	104.86	04/27/2026	005-1640-0404-0000	11056627	
F5140190	Fuel Oil/Propane - March 2026	548.82	04/27/2026	001-3410-0404-0000	11056627	
F5140294	Fuel Oil/Propane - March 2026	1,288.87	04/27/2026	001-1620-0404-0000	11056627	
F5140392	Fuel Oil/Propane - March 2026	1,648.13	04/27/2026	001-1989-0404-0000	11056627	
F5140542	Fuel Oil/Propane - March 2026	3,047.73	04/27/2026	005-8130-0404-0000	11056627	
F5140571	Diesel - March 2026	147.22	04/27/2026	001-1640-0409-0000	11056627	
F5140571	Diesel - March 2026	444.41	04/27/2026	005-8120-0409-0000	11056627	
F5140571	Diesel - March 2026	57.12	04/27/2026	001-8170-0409-0000	11056627	
F5140571	Diesel - March 2026	314.81	04/27/2026	005-8130-0409-0000	11056627	
F5140571	Diesel - March 2026	142.88	04/27/2026	004-1640-0409-0000	11056627	
F5140571	Diesel - March 2026	142.88	04/27/2026	005-1640-0409-0000	11056627	
F5140571	Diesel - March 2026	64.69	04/27/2026	001-8160-0409-0000	11056627	
	Check Total:	28,299.29				
Vendor: 287	NJ E-Z PASS			Check Sequence: 26		ACH Enabled: False
T122670831356-01	Toll fees - 03/24/2026	52.40	04/27/2026	005-8120-0406-0000	11056603	
T122671036182	Toll fees - 03/24/2026	54.80	04/27/2026	005-8120-0406-0000	11056603	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
T132670677254-01	Toll fees - 03/24/2026	61.55	04/27/2026	005-8120-0406-0000	11056603	
T132671064479-01	Toll fees - 03/24/2026	61.55	04/27/2026	005-8120-0406-0000	11056603	
T162670577534-01	Toll fees - 03/24/2026	31.00	04/27/2026	005-8120-0406-0000	11056603	
	Check Total:	261.30				
Vendor: 2443	NORTH COUNTRY AUTO GLASS			Check Sequence: 27		ACH Enabled: False
10619	Windshield installed - PD 2025 Ford Escape	615.00	04/27/2026	001-3120-0408-0000	11056599	
	Check Total:	615.00				
Vendor: 3689	OPUS INSPECTION			Check Sequence: 28		ACH Enabled: False
14589117	State Inspections for Light Vehicle Emissions-ST	134.97	04/27/2026	004-8340-0408-0000	11056618	
14589117	State Inspections for Light Vehicle Emissions-ST	139.06	04/27/2026	001-5110-0408-0000	11056618	
14589117	State Inspections for Light Vehicle Emissions-ST	134.97	04/27/2026	005-8130-0408-0000	11056618	
	Check Total:	409.00				
Vendor: 183	MORGAN PAUL			Check Sequence: 29		ACH Enabled: False
S0002	SL Arts Council "Adopt-a-Bench"	500.00	04/27/2026	001-8620-0401-0000	11056589	
	Check Total:	500.00				
Vendor: 147	PITNEY BOWES INC			Check Sequence: 30		ACH Enabled: False
1029230523	Ink pad replacement kit - Postage Machine	22.61	04/27/2026	001-1610-0401-0000	11056585	
	Check Total:	22.61				
Vendor: 3262	POLLARDWATER			Check Sequence: 31		ACH Enabled: False
0307826	Manhole Inserts	184.63	04/27/2026	005-8120-0401-0000	11056606	
	Check Total:	184.63				
Vendor: 5387	POLSINELLO LUBRICANTS			Check Sequence: 32		ACH Enabled: False
310436	35lb. EBL Grease, 5 gal pail	197.00	04/27/2026	001-8170-0408-0000	11056631	
	Check Total:	197.00				
Vendor: 1834	PRIMO BRANDS			Check Sequence: 33		ACH Enabled: False
06D8740019957	Potable Drinking Water Service	79.44	04/27/2026	005-8130-0400-0000	11056590	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	79.44				
Vendor: 2024	QUILL CORPORATION			Check Sequence: 34		ACH Enabled: False
47997853	Sand bags	378.89	04/27/2026	001-5142-0401-0000	11056594	
47997853	Sand bags	378.89	04/27/2026	001-5110-0401-0000	11056594	
48403358	Kleenex, trash bags, paper towels, Windex	39.75	04/27/2026	001-7260-0401-0000	11056594	
48414147	Kleenex, trash bags, paper towels, Windex	75.58	04/27/2026	001-7260-0401-0000	11056594	
48484607	9 x 12 Envelopes	14.95	04/27/2026	001-1610-0401-0000	11056594	
	Check Total:	888.06				
Vendor: 3318	ROEMER, WALLENS, GOLD & MINEAUX LLP			Check Sequence: 35		ACH Enabled: False
APRIL 2026	Labor Relations Lawyer Services 2025-26	705.50	04/27/2026	001-1420-0400-0000	11056607	
APRIL 2026	Labor Relations Lawyer Services 2025-26	684.75	04/27/2026	004-1420-0400-0000	11056607	
APRIL 2026	Labor Relations Lawyer Services 2025-26	684.75	04/27/2026	005-1420-0400-0000	11056607	
	Check Total:	2,075.00				
Vendor: 1066	SAFETY KLEEN SYSTEMS, INC.			Check Sequence: 36		ACH Enabled: False
99596484	Yearly Contract for Parts Cleaner Service	116.36	04/27/2026	001-1640-0400-0000	11056583	
99596484	Yearly Contract for Parts Cleaner Service	112.94	04/27/2026	005-1640-0400-0000	11056583	
99596484	Yearly Contract for Parts Cleaner Service	112.94	04/27/2026	004-1640-0400-0000	11056583	
	Check Total:	342.24				
Vendor: 3399	SHELTERPOINT LIFE			Check Sequence: 37		ACH Enabled: False
D504388	Disability Insurance 01/01/26-03/31-26	57.66	04/27/2026	004-9055-0800-0000	11056610	
D504388	Disability Insurance 01/01/26-03/31-26	59.40	04/27/2026	001-9055-0800-0000	11056610	
D504388	Disability Insurance 01/01/26-03/31-26	57.66	04/27/2026	005-9055-0800-0000	11056610	
	Check Total:	174.72				
Vendor: 1539	SLACK CHEMICAL CO, INC			Check Sequence: 38		ACH Enabled: False
500325	Annual Supply of Soda Ash for PH Alkalinity	1,332.40	04/27/2026	004-8330-0401-0000	11056586	
	Check Total:	1,332.40				
Vendor: 346	SPRINGBROOK HOLDING CO LLC			Check Sequence: 39		ACH Enabled: False
INV-023490	Civic Pay/Municipal Pay transaction fees-March	51.48	04/27/2026	004-8310-0400-0000	11056613	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
INV-023490	Civic Pay/Municipal Pay transaction fees-March	51.48	04/27/2026	005-8110-0400-0000	11056613	
INV-023490	Civic Pay/Municipal Pay transaction fees-March	53.04	04/27/2026	001-1610-0400-0000	11056613	
	Check Total:	156.00				
Vendor: 423	SUOZZO, DOTY & ASSOCIATES			Check Sequence: 40		ACH Enabled: False
25-007(9)	25-007: VSL Environmental Monitoring	2,157.50	04/27/2026	001-1440-0400-0000	11056623	
	Check Total:	2,157.50				
Vendor: 1572	SYMQUEST GROUP, INC.			Check Sequence: 41		ACH Enabled: False
2097492	Copier services 04/18-05/17 WWTP & CG	21.05	04/27/2026	001-1490-0400-0000	11056588	
2097492	Copier services 04/18-05/17 WWTP & CG	23.20	04/27/2026	004-8310-0400-0000	11056588	
2097492	Copier services 04/18-05/17 WWTP & CG	23.20	04/27/2026	005-8110-0400-0000	11056588	
	Check Total:	67.45				
Vendor: 4852	TAYLOR RENTAL CENTER			Check Sequence: 42		ACH Enabled: False
12066/2	Blanket PO - March 2026	120.98	04/27/2026	004-8340-0401-0000	11056625	
12070/2	Blanket PO - March 2026	30.86	04/27/2026	005-8120-0401-0000	11056625	
	Check Total:	151.84				
Vendor: 2446	TEK-SALES INC.			Check Sequence: 43		ACH Enabled: False
020249	Dezurik, valve, plug	935.67	04/27/2026	005-8130-0410-0000	11056600	
	Check Total:	935.67				
Vendor: 3687	THE GAZETTE			Check Sequence: 44		ACH Enabled: False
2DAA3AE4-0160	Bid Notices, Dev Board Notices, RFQ, RFP noti	58.61	04/27/2026	001-1410-0400-0000	11056617	
2DAA3AE4-0161	Bid Notices, Dev Board Notices, RFQ, RFP noti	39.34	04/27/2026	001-1210-0400-0000	11056617	
2DAA3AE4-0162	Bid Notices, Dev Board Notices, RFQ, RFP noti	62.61	04/27/2026	001-1210-0400-0000	11056617	
2DAA3AE4-0163	Bid Notices, Dev Board Notices, RFQ, RFP noti	65.94	04/27/2026	001-1010-0400-0000	11056617	
	Check Total:	226.50				
Vendor: 3668	TOLLS BY MAIL			Check Sequence: 45		ACH Enabled: False
20052903056	Tolls from 03/24/26	36.94	04/27/2026	005-8120-0406-0000	11056616	
	Check Total:	36.94				

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor: 186	TOWN OF HARRIETSTOWN			Check Sequence: 46		ACH Enabled: False
MAY 2026	2025-26 Rent for Office Space @ 39 Main St.	1,197.24	04/27/2026	005-8110-0418-0000	11056591	
MAY 2026	2025-26 Rent for Office Space @ 39 Main St.	1,197.24	04/27/2026	004-8310-0418-0000	11056591	
MAY 2026	2025-26 Rent for Office Space @ 39 Main St.	1,233.52	04/27/2026	001-1610-0418-0000	11056591	
	Check Total:	3,628.00				
Vendor: 188	TRUDEAU SAND & GRAVEL			Check Sequence: 47		ACH Enabled: False
0054441	Play chips for Parks	175.00	04/27/2026	001-7110-0401-0000	11056592	
0054442	Play chips for Parks	280.00	04/27/2026	001-7110-0401-0000	11056592	
0054448	Play chips for Parks	140.00	04/27/2026	001-7110-0401-0000	11056592	
	Check Total:	595.00				
Vendor: 5188	UDIG NY			Check Sequence: 48		ACH Enabled: False
26031031	Dig Safe Charges - January-March 2026	2.00	04/27/2026	005-8110-0400-0000	11056629	
	Check Total:	2.00				
Vendor: 393	UNIFIRST CORPORATION			Check Sequence: 49		ACH Enabled: False
1120261928	Yearly Contract for Uniform Service	11.19	04/27/2026	004-1640-0400-0000	11056621	
1120261928	Yearly Contract for Uniform Service	11.19	04/27/2026	005-1640-0400-0000	11056621	
1120261928	Yearly Contract for Uniform Service	11.53	04/27/2026	001-1640-0400-0000	11056621	
1120262917	Yearly Contract for Uniform Service	11.19	04/27/2026	005-1640-0400-0000	11056621	
1120262917	Yearly Contract for Uniform Service	11.53	04/27/2026	001-1640-0400-0000	11056621	
1120262917	Yearly Contract for Uniform Service	11.19	04/27/2026	004-1640-0400-0000	11056621	
	Check Total:	67.82				
Vendor: 1198	USA BLUEBOOK			Check Sequence: 50		ACH Enabled: False
INV01002321	Sulfuric acid, seals, bearings, valves, Hach nitriv	259.35	04/27/2026	005-8130-0410-0000	11056584	
INV01002321	Sulfuric acid, seals, bearings, valves, Hach nitriv	276.62	04/27/2026	005-8130-0401-0000	11056584	
INV01004605	Sulfuric acid, seals, bearings, valves, Hach nitriv	20.95	04/27/2026	005-8130-0410-0000	11056584	
INV01012038	Sulfuric acid, seals, bearings, valves, Hach nitriv	211.10	04/27/2026	005-8130-0410-0000	11056584	
INV01022909	C-flex tubing, Colorimeter assembly, Griffin Bea	103.66	04/27/2026	005-8130-0401-0000	11056584	
INV01022909	C-flex tubing, Colorimeter assembly, Griffin Bea	305.66	04/27/2026	004-8320-0410-0000	11056584	
INV01022909	C-flex tubing, Colorimeter assembly, Griffin Bea	205.66	04/27/2026	004-8320-0401-0000	11056584	
INV01022909	C-flex tubing, Colorimeter assembly, Griffin Bea	478.22	04/27/2026	004-8320-0407-0000	11056584	

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
	Check Total:	1,861.22				
Vendor: 209	WHITE CAP LP			Check Sequence: 51		ACH Enabled: False
50036058654	Ductile Iron Slotted Gravel	1,544.80	04/27/2026	001-5132-0407-0000	11056595	
	Check Total:	1,544.80				
Vendor: 154	Young/Sommer LLC			Check Sequence: 52		ACH Enabled: False
178204	Legal Services for Code Enforcement	84.00	04/27/2026	001-3620-0400-0000	11056587	
178205	Legal Services for Code Enforcement	74.50	04/27/2026	001-3620-0400-0000	11056587	
178206	Legal Services for Code Enforcement	21.00	04/27/2026	001-3620-0400-0000	11056587	
178207	Legal Services for Code Enforcement	21.25	04/27/2026	001-3620-0400-0000	11056587	
178208	Legal Services for Code Enforcement	42.00	04/27/2026	001-3620-0400-0000	11056587	
	Check Total:	242.75				
	Total for Check Run:	91,968.61				
	Total of Number of Checks:	52				

Accounts Payable

Voucher Approval List

User: accountspayable@saranaclakeny.gov
Printed: 04/21/2026 - 1:21PM
Batch: 00006.04.2026 - Vouchers 2026-04-27

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056608	13948	ADIRONDACK TECHS. LLC	Recurring Monthly Services - April 2026	001-1680-0400-0000		748.00
11056608	13948	ADIRONDACK TECHS. LLC	Recurring Monthly Services - April 2026	005-8110-0400-0000		726.00
11056608	13948	ADIRONDACK TECHS. LLC	Recurring Monthly Services - April 2026	004-8310-0400-0000		726.00
11056608	13977	ADIRONDACK TECHS. LLC	Recurring Monthly Hosted Services	001-1680-0400-0000		512.63
11056608	13977	ADIRONDACK TECHS. LLC	Recurring Monthly Hosted Services	005-8110-0400-0000		497.56
11056608	13977	ADIRONDACK TECHS. LLC	Recurring Monthly Hosted Services	004-8310-0400-0000		497.56
					Warrant Total:	**3,707.75**
11056597	2026083	AROLD CONSTRUCTION CO., INC.	Clean/CCTV Inspection 03/23/2026	005-8120-0401-0000		4,350.00
					Warrant Total:	**4,350.00**
11056611	INUS414804	AXON ENTERPRISE, INC.	Taser Instructor Course	001-3120-0406-0000		895.00
					Warrant Total:	**895.00**
11056632	20102955	CFSWMA	Disposal of Grit Screenings/Sludge from WWTP	005-8130-0400-0000		175.50
11056632	20102996	CFSWMA	Disposal of Grit Screenings/Sludge from WWTP	005-8130-0400-0000		148.00
11056632	40124004	CFSWMA	BLANKET PO - TRASH DISPOSAL	001-8160-0400-0000		158.10
					Warrant Total:	**481.60**
11056593	624386	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	005-8130-0401-0000		67.49
11056593	624406	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	001-5132-0401-0000		44.96
11056593	624481	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	005-8120-0401-0000		282.99
11056593	624484	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	001-3410-0401-0000		95.38
11056593	624552	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	001-5110-0401-0000		6.29
11056593	624647	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	005-8120-0401-0000		21.59
11056593	624696	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	005-8130-0401-0000		40.49
11056593	624699	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	001-5142-0408-0000		15.82
11056593	624738	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	001-5132-0401-0000		99.86
11056593	624836	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	001-7260-0401-0000		16.19
11056593	624852	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	005-8130-0401-0000		29.69
11056593	624903	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	001-5142-0401-0000		17.09

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056593	625014	COAKLEY HOME & HARDWARE	Blanket PO - March 2026	005-8130-0401-0000		21.56
					Warrant Total:	**759.40**
11056624	507549	EAST COAST EMERGENCY LIGHTING LLC	Lens Replacement	001-3410-0410-0000		265.20
					Warrant Total:	**265.20**
11056615	572187	ENDYNE INC.	SPEDES Required Testing @ WWTP (lab testing)	005-8130-0400-0000		111.00
11056615	572425	ENDYNE INC.	Raw & Purification Water Testing @ Water Treatment Plant	004-8330-0400-0000		50.00
11056615	573159	ENDYNE INC.	SPEDES Required Testing @ WWTP (lab testing)	005-8130-0400-0000		131.00
11056615	573160	ENDYNE INC.	Raw & Purification Water Testing @ Water Treatment Plant	004-8330-0400-0000		50.00
					Warrant Total:	**342.00**
11056622	47785857	EXCELLUS BLUECROSS BLUESHIELD	Retiree Traditional Health Plan - May 2026	001-3120-0860-0000		896.42
11056622	47785857	EXCELLUS BLUECROSS BLUESHIELD	Retiree Traditional Health Plan - May 2026	001-9060-0800-0000		486.68
11056622	47785857	EXCELLUS BLUECROSS BLUESHIELD	Retiree Traditional Health Plan - May 2026	005-9060-0800-0000		472.38
11056622	47785857	EXCELLUS BLUECROSS BLUESHIELD	Retiree Traditional Health Plan - May 2026	004-9060-0800-0000		472.38
					Warrant Total:	**2,327.86**
11056605	47788837	EXCELLUS HEALTH PLAN	Retiree Prescription Plan - May 2026	001-9060-0800-0000		430.16
11056605	47788837	EXCELLUS HEALTH PLAN	Retiree Prescription Plan - May 2026	005-9060-0800-0000		322.62
11056605	47788837	EXCELLUS HEALTH PLAN	Retiree Prescription Plan - May 2026	004-9060-0800-0000		322.62
11056605	47788837	EXCELLUS HEALTH PLAN	Retiree Prescription Plan - May 2026	001-3120-0860-0000		1,089.48
					Warrant Total:	**2,164.88**
11056628	47786036	EXCELLUS HEALTH PLAN - GROUP	PD Health Insurance Premium-May 2026	001-3120-0860-0000		9,233.95
					Warrant Total:	**9,233.95**
11056602	95590699	F.W. WEBB	2 1/2" Ball Valve - 1995 F800	001-8170-0408-0000		686.32
					Warrant Total:	**686.32**
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	250-8662-0414-0000		7,880.50
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	001-1680-0400-0000		38.37
11056620	7965	FIRST NATIONAL BANK OF OMAHA	PACT Club Timer III- Shot timer	001-3120-0200-0000		129.95
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	001-1230-0406-0000		100.00
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	001-3120-0406-0000		1,368.28
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	001-8620-0401-0000		70.96
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	004-8310-0400-0000		31.66
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	001-1010-0401-0000		35.97

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	005-8110-0400-0000		31.66
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	001-6410-0401-0000		119.99
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	001-7260-0401-0000		310.65
11056620	7965	FIRST NATIONAL BANK OF OMAHA	Credit card bill through 04/13/26	001-7110-0401-0000		126.74
					Warrant Total:	**10,244.73**
11056619	23155	GUTHRIE SALES AND SERVICE	1" Stainless Steel Sewer Nozzle w/ spare inserts - VacAll	005-8130-0408-0000		881.30
					Warrant Total:	**881.30**
11056630	28816	HIGH PEAKS FORD	Determine check engine light - PD 2023 Explorer Hybrid	001-3120-0408-0000		260.00
					Warrant Total:	**260.00**
11056626	P03459	JOE JOHNSON EQUIPMENT LLC	Brake Master Cylinder - Sidewalk Broom	001-8170-0408-0000		1,505.28
					Warrant Total:	**1,505.28**
11056633	48962904	KONICA MINOLTA PREMIER FINANCE	Copier Lease - Village Offices & PD	004-8310-0400-0000		133.37
11056633	48962904	KONICA MINOLTA PREMIER FINANCE	Copier Lease - Village Offices & PD	001-1610-0400-0000		137.40
11056633	48962904	KONICA MINOLTA PREMIER FINANCE	Copier Lease - Village Offices & PD	005-8110-0400-0000		133.37
11056633	48962904	KONICA MINOLTA PREMIER FINANCE	Copier Lease - Village Offices & PD	001-3120-0400-0000		113.02
					Warrant Total:	**517.16**
11056612	301981	LABELLA ASSOCIATES, DPC	Prof. Services- Baldwin Park (LEAF Grant)	140-7110-0200-0000		1,357.50
					Warrant Total:	**1,357.50**
11056601	04/06-04/09	LUKE CROMP	Travel reimbursement - Fire Arms Instructor training	001-3120-0406-0000		501.18
					Warrant Total:	**501.18**
11056614	0364601-IN	MAHONEY NOTIFY-PLUS, INC.	Quarterly Monitoring Fire/HVAC 1-3 Main	001-1620-0400-0000		178.50
					Warrant Total:	**178.50**
11056598	260406010	MALONE ALIGNMENT & BRAKE CENTER	Front end alignment - 2020 F550 4x4	001-5142-0408-0000		125.00
					Warrant Total:	**125.00**
11056596	MAY 2026	MBF2, INC	2025-26 Rent "Sears" Lot	001-5650-0400-0000		1,979.22
					Warrant Total:	**1,979.22**
11056604	14953	MEYER, FULLER & STOCKWELL, PLLC	Legal services for Water & Sewer Capital Projects	251-1420-0400-0000		1,121.00
11056604	14953	MEYER, FULLER & STOCKWELL, PLLC	Legal services for Water & Sewer Capital Projects	252-1420-0400-0000		796.50

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
					Warrant Total:	**1,917.50**
11056589	S0002	MORGAN PAUL	SL Arts Council "Adopt-a-Bench"	001-8620-0401-0000		500.00
					Warrant Total:	**500.00**
11056627	F5138917	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	004-8320-0404-0000		887.61
11056627	F5138918	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-7260-0404-0000		543.92
11056627	F5138926	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-8130-0404-0000		2,823.84
11056627	F5138957	MX FUELS & PROPANE	Diesel - March 2026	001-5142-0409-0000		1,723.48
11056627	F5138982	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-5132-0404-0000		368.33
11056627	F5138982	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	004-8320-0404-0000		357.49
11056627	F5138982	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-8130-0404-0000		357.49
11056627	F5138983	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-1640-0404-0000		118.57
11056627	F5138983	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-1640-0404-0000		115.08
11056627	F5138983	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	004-1640-0404-0000		115.08
11056627	F5138984	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-3410-0404-0000		591.73
11056627	F5139426	MX FUELS & PROPANE	Diesel - March 2026	001-5142-0409-0000		1,457.63
11056627	F5139460	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	004-8320-0404-0000		98.73
11056627	F5139460	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-8130-0404-0000		98.73
11056627	F5139460	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-5132-0404-0000		101.71
11056627	F5139461	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-1640-0404-0000		65.49
11056627	F5139461	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	004-1640-0404-0000		63.57
11056627	F5139461	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-1640-0404-0000		63.57
11056627	F5139462	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-3410-0404-0000		263.80
11056627	F5139527	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-3120-0404-0000		802.96
11056627	F5139565	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-1620-0404-0000		997.53
11056627	F5139766	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-8121-0404-0000		1,275.32
11056627	F5139781	MX FUELS & PROPANE	Diesel - March 2026	001-5142-0409-0000		1,042.07
11056627	F5139808	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	004-8320-0404-0000		217.14
11056627	F5139808	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-5132-0404-0000		223.73
11056627	F5139808	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-8130-0404-0000		217.14
11056627	F5139809	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-1640-0404-0000		89.41
11056627	F5139809	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-1640-0404-0000		86.77
11056627	F5139809	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	004-1640-0404-0000		86.77
11056627	F5139810	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-3410-0404-0000		430.43
11056627	F5139964	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-7260-0404-0000		357.11
11056627	F5140145	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	004-8320-0404-0000		1,509.15
11056627	F5140166	MX FUELS & PROPANE	Diesel - March 2026	001-3410-0409-0000		231.40
11056627	F5140166	MX FUELS & PROPANE	Diesel - March 2026	005-8120-0409-0000		139.75

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056627	F5140166	MX FUELS & PROPANE	Diesel - March 2026	001-5142-0409-0000		1,515.91
11056627	F5140188	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	004-8320-0404-0000		229.52
11056627	F5140188	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-8130-0404-0000		229.52
11056627	F5140188	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-5132-0404-0000		236.48
11056627	F5140189	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-1640-0404-0000		108.05
11056627	F5140189	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	004-1640-0404-0000		104.86
11056627	F5140189	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-1640-0404-0000		104.86
11056627	F5140190	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-3410-0404-0000		548.82
11056627	F5140294	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-1620-0404-0000		1,288.87
11056627	F5140392	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	001-1989-0404-0000		1,648.13
11056627	F5140542	MX FUELS & PROPANE	Fuel Oil/Propane - March 2026	005-8130-0404-0000		3,047.73
11056627	F5140571	MX FUELS & PROPANE	Diesel - March 2026	001-1640-0409-0000		147.22
11056627	F5140571	MX FUELS & PROPANE	Diesel - March 2026	004-1640-0409-0000		142.88
11056627	F5140571	MX FUELS & PROPANE	Diesel - March 2026	001-8160-0409-0000		64.69
11056627	F5140571	MX FUELS & PROPANE	Diesel - March 2026	005-1640-0409-0000		142.88
11056627	F5140571	MX FUELS & PROPANE	Diesel - March 2026	001-8170-0409-0000		57.12
11056627	F5140571	MX FUELS & PROPANE	Diesel - March 2026	005-8130-0409-0000		314.81
11056627	F5140571	MX FUELS & PROPANE	Diesel - March 2026	005-8120-0409-0000		444.41
					Warrant Total:	**28,299.29**
11056603	T122670831356-01	NJ E-Z PASS	Toll fees - 03/24/2026	005-8120-0406-0000		52.40
11056603	T122671036182	NJ E-Z PASS	Toll fees - 03/24/2026	005-8120-0406-0000		54.80
11056603	T132670677254-01	NJ E-Z PASS	Toll fees - 03/24/2026	005-8120-0406-0000		61.55
11056603	T132671064479-01	NJ E-Z PASS	Toll fees - 03/24/2026	005-8120-0406-0000		61.55
11056603	T162670577534-01	NJ E-Z PASS	Toll fees - 03/24/2026	005-8120-0406-0000		31.00
					Warrant Total:	**261.30**
11056599	10619	NORTH COUNTRY AUTO GLASS	Windshield installed - PD 2025 Ford Escape	001-3120-0408-0000		615.00
					Warrant Total:	**615.00**
11056618	14589117	OPUS INSPECTION	State Inspections for Light Vehicle Emissions-STICKER PRINTER	004-8340-0408-0000		134.97
11056618	14589117	OPUS INSPECTION	State Inspections for Light Vehicle Emissions-STICKER PRINTER	005-8130-0408-0000		134.97
11056618	14589117	OPUS INSPECTION	State Inspections for Light Vehicle Emissions-STICKER PRINTER	001-5110-0408-0000		139.06
					Warrant Total:	**409.00**
11056585	1029230523	PITNEY BOWES INC	Ink pad replacement kit - Postage Machine	001-1610-0401-0000		22.61
					Warrant Total:	**22.61**

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
11056606	0307826	POLLARDWATER	Manhole Inserts	005-8120-0401-0000		184.63
					Warrant Total:	**184.63**
11056631	310436	POLSINELLO LUBRICANTS	35lb. EBL Grease, 5 gal pail	001-8170-0408-0000		197.00
					Warrant Total:	**197.00**
11056590	06D8740019957	PRIMO BRANDS	Potable Drinking Water Service	005-8130-0400-0000		79.44
					Warrant Total:	**79.44**
11056594	47997853	QUILL CORPORATION	Sand bags	001-5110-0401-0000		378.89
11056594	47997853	QUILL CORPORATION	Sand bags	001-5142-0401-0000		378.89
11056594	48403358	QUILL CORPORATION	Kleenex, trash bags, paper towels, Windex	001-7260-0401-0000		39.75
11056594	48414147	QUILL CORPORATION	Kleenex, trash bags, paper towels, Windex	001-7260-0401-0000		75.58
11056594	48484607	QUILL CORPORATION	9 x 12 Envelopes	001-1610-0401-0000		14.95
					Warrant Total:	**888.06**
11056607	APRIL 2026	ROEMER, WALLENS, GOLD & MINEAUX LLP	Labor Relations Lawyer Services 2025-26	005-1420-0400-0000		684.75
11056607	APRIL 2026	ROEMER, WALLENS, GOLD & MINEAUX LLP	Labor Relations Lawyer Services 2025-26	001-1420-0400-0000		705.50
11056607	APRIL 2026	ROEMER, WALLENS, GOLD & MINEAUX LLP	Labor Relations Lawyer Services 2025-26	004-1420-0400-0000		684.75
					Warrant Total:	**2,075.00**
11056583	99596484	SAFETY KLEEN SYSTEMS, INC.	Yearly Contract for Parts Cleaner Service	005-1640-0400-0000		112.94
11056583	99596484	SAFETY KLEEN SYSTEMS, INC.	Yearly Contract for Parts Cleaner Service	001-1640-0400-0000		116.36
11056583	99596484	SAFETY KLEEN SYSTEMS, INC.	Yearly Contract for Parts Cleaner Service	004-1640-0400-0000		112.94
					Warrant Total:	**342.24**
11056610	D504388	SHELTERPOINT LIFE	Disability Insurance 01/01/26-03/31-26	001-9055-0800-0000		59.40
11056610	D504388	SHELTERPOINT LIFE	Disability Insurance 01/01/26-03/31-26	004-9055-0800-0000		57.66
11056610	D504388	SHELTERPOINT LIFE	Disability Insurance 01/01/26-03/31-26	005-9055-0800-0000		57.66
					Warrant Total:	**174.72**
11056586	500325	SLACK CHEMICAL CO, INC	Annual Supply of Soda Ash for PH Alkalinity	004-8330-0401-0000		1,332.40
					Warrant Total:	**1,332.40**
11056613	INV-023490	SPRINGBROOK HOLDING CO LLC	Civic Pay/Municipal Pay transaction fees-March 2026	001-1610-0400-0000		53.04
11056613	INV-023490	SPRINGBROOK HOLDING CO LLC	Civic Pay/Municipal Pay transaction fees-March 2026	004-8310-0400-0000		51.48
11056613	INV-023490	SPRINGBROOK HOLDING CO LLC	Civic Pay/Municipal Pay transaction fees-March 2026	005-8110-0400-0000		51.48

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
					Warrant Total:	**156.00**
11056623	25-007(9)	SUOZZO, DOTY & ASSOCIATES	25-007: VSL Environmental Monitoring	001-1440-0400-0000		2,157.50
					Warrant Total:	**2,157.50**
11056588	2097492	SYMQUEST GROUP, INC.	Copier services 04/18-05/17 WWTP & CG	001-1490-0400-0000		21.05
11056588	2097492	SYMQUEST GROUP, INC.	Copier services 04/18-05/17 WWTP & CG	005-8110-0400-0000		23.20
11056588	2097492	SYMQUEST GROUP, INC.	Copier services 04/18-05/17 WWTP & CG	004-8310-0400-0000		23.20
					Warrant Total:	**67.45**
11056625	12066/2	TAYLOR RENTAL CENTER	Blanket PO - March 2026	004-8340-0401-0000		120.98
11056625	12070/2	TAYLOR RENTAL CENTER	Blanket PO - March 2026	005-8120-0401-0000		30.86
					Warrant Total:	**151.84**
11056600	020249	TEK-SALES INC.	Dezurik, valve, plug	005-8130-0410-0000		935.67
					Warrant Total:	**935.67**
11056617	2DAA3AE4-0160	THE GAZETTE	Bid Notices, Dev Board Notices, RFQ, RFP notices	001-1410-0400-0000		58.61
11056617	2DAA3AE4-0161	THE GAZETTE	Bid Notices, Dev Board Notices, RFQ, RFP notices	001-1210-0400-0000		39.34
11056617	2DAA3AE4-0162	THE GAZETTE	Bid Notices, Dev Board Notices, RFQ, RFP notices	001-1210-0400-0000		62.61
11056617	2DAA3AE4-0163	THE GAZETTE	Bid Notices, Dev Board Notices, RFQ, RFP notices	001-1010-0400-0000		65.94
					Warrant Total:	**226.50**
11056616	20052903056	TOLLS BY MAIL	Tolls from 03/24/26	005-8120-0406-0000		36.94
					Warrant Total:	**36.94**
11056591	MAY 2026	TOWN OF HARRIETSTOWN	2025-26 Rent for Office Space @ 39 Main St.	001-1610-0418-0000		1,233.52
11056591	MAY 2026	TOWN OF HARRIETSTOWN	2025-26 Rent for Office Space @ 39 Main St.	004-8310-0418-0000		1,197.24
11056591	MAY 2026	TOWN OF HARRIETSTOWN	2025-26 Rent for Office Space @ 39 Main St.	005-8110-0418-0000		1,197.24
					Warrant Total:	**3,628.00**
11056609	0310-0312	TRAVIS LABAR	Travel reimbursement 03/10-03/12	001-3120-0406-0000		233.10
					Warrant Total:	**233.10**
11056592	0054441	TRUDEAU SAND & GRAVEL	Play chips for Parks	001-7110-0401-0000		175.00
11056592	0054442	TRUDEAU SAND & GRAVEL	Play chips for Parks	001-7110-0401-0000		280.00
11056592	0054448	TRUDEAU SAND & GRAVEL	Play chips for Parks	001-7110-0401-0000		140.00

Voucher No.	Invoice Number	Vendor	Description	Account Number		Amount
					Warrant Total:	**595.00**
11056629	26031031	UDIG NY	Dig Safe Charges - January-March 2026	005-8110-0400-0000		2.00
					Warrant Total:	**2.00**
11056621	1120261928	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	004-1640-0400-0000		11.19
11056621	1120261928	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	005-1640-0400-0000		11.19
11056621	1120261928	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	001-1640-0400-0000		11.53
11056621	1120262917	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	004-1640-0400-0000		11.19
11056621	1120262917	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	001-1640-0400-0000		11.53
11056621	1120262917	UNIFIRST CORPORATION	Yearly Contract for Uniform Service	005-1640-0400-0000		11.19
					Warrant Total:	**67.82**
11056584	INV01002321	USA BLUEBOOK	Sulfuric acid, seals, bearings, valves, Hach nitriver, etc.	005-8130-0401-0000		276.62
11056584	INV01002321	USA BLUEBOOK	Sulfuric acid, seals, bearings, valves, Hach nitriver, etc.	005-8130-0410-0000		259.35
11056584	INV01004605	USA BLUEBOOK	Sulfuric acid, seals, bearings, valves, Hach nitriver, etc.	005-8130-0410-0000		20.95
11056584	INV01012038	USA BLUEBOOK	Sulfuric acid, seals, bearings, valves, Hach nitriver, etc.	005-8130-0410-0000		211.10
11056584	INV01022909	USA BLUEBOOK	C-flex tubing, Colorimeter assembly, Griffin Beaker, etc.	005-8130-0401-0000		103.66
11056584	INV01022909	USA BLUEBOOK	C-flex tubing, Colorimeter assembly, Griffin Beaker, etc.	004-8320-0407-0000		478.22
11056584	INV01022909	USA BLUEBOOK	C-flex tubing, Colorimeter assembly, Griffin Beaker, etc.	004-8320-0401-0000		205.66
11056584	INV01022909	USA BLUEBOOK	C-flex tubing, Colorimeter assembly, Griffin Beaker, etc.	004-8320-0410-0000		305.66
					Warrant Total:	**1,861.22**
11056595	50036058654	WHITE CAP LP	Ductile Iron Slotted Gravel	001-5132-0407-0000		1,544.80
					Warrant Total:	**1,544.80**
11056587	178204	Young/Sommer LLC	Legal Services for Code Enforcement	001-3620-0400-0000		84.00
11056587	178205	Young/Sommer LLC	Legal Services for Code Enforcement	001-3620-0400-0000		74.50
11056587	178206	Young/Sommer LLC	Legal Services for Code Enforcement	001-3620-0400-0000		21.00
11056587	178207	Young/Sommer LLC	Legal Services for Code Enforcement	001-3620-0400-0000		21.25
11056587	178208	Young/Sommer LLC	Legal Services for Code Enforcement	001-3620-0400-0000		42.00
					Warrant Total:	**242.75**
					Report Total:	**91,968.61**

Accounts Payable

Voucher Approval Document

User: accountspayable@saranaclakeny.gov
Printed: 04/21/2026 - 1:21PM
Date Type:
Batch: 00006.04.2026 - Vouchers 2026-04-27
Voucher From & To:
Date From & To:
Batch: AP5 00006.04.2026

ABSTRACT OF CLAIMS FOR VILLAGE OF SARANAC LAKE

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

Mayor/Trustee: _____ Date: _____

TO THE TREASURER OF THE VILLAGE

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

Fund	Description	Amount
001	GENERAL FUND	47,395.94
004	WATER FUND	10,823.93
005	SEWER FUND	22,593.24
140	PARKS AND TREES	1,357.50
250	DRI PROJECTS	7,880.50
251	WPCP & WWTP UPGRADES	1,121.00
252	WTP & DISTRIBUTION UPGRDS	796.50
	Report Total:	91,968.61

Accounts Payable

Computer Check Proof List by Vendor

User: accountspayable@saranaclakeny.gov
Printed: 04/14/2026 - 11:45AM
Batch: 00004.04.2026 - Nat Grid 2026-04-13

Invoice No	Description	Amount	Pmt Date	Acct Number	Voucher No	Reference
Vendor: 134	NATIONAL GRID			Check Sequence: 1		ACH Enabled: False
05230-05003	Electric Bills	15.34	04/13/2026	001-7110-0403-0000	11056569	
11137-12101	Electric Bills	262.74	04/13/2026	005-8120-0403-0000	11056569	
13925-19104	Electric Bills	28.82	04/13/2026	001-7140-0403-0000	11056569	
14325-19108	Electric Bills	25.25	04/13/2026	001-7110-0403-0000	11056569	
17752-93109	Electric Bills	2,251.68	04/13/2026	001-5182-0403-0000	11056569	
19451-41114	Electric Bills	426.17	04/13/2026	005-8120-0403-0000	11056569	
27737-12102	Electric Bills	87.66	04/13/2026	005-8120-0403-0000	11056569	
51484-28018	Electric Bills	4,400.24	04/13/2026	004-8320-0403-0000	11056569	
67837-38103	Electric Bills	731.92	04/13/2026	005-8121-0403-0000	11056569	
77237-38106	Electric Bills	5,243.10	04/13/2026	005-8130-0403-0000	11056569	
	Check Total:	13,472.92				
	Total for Check Run:	13,472.92				
	Total of Number of Checks:	1				

Accounts Payable

Voucher Approval List

User: accountspayable@saranaclakeny.gov
Printed: 04/14/2026 - 11:45AM
Batch: 00004.04.2026 - Nat Grid 2026-04-13

Voucher No.	Invoice Number	Vendor	Description	Account Number	Amount
11056569	05230-05003	NATIONAL GRID	Electric Bills	001-7110-0403-0000	15.34
11056569	11137-12101	NATIONAL GRID	Electric Bills	005-8120-0403-0000	262.74
11056569	13925-19104	NATIONAL GRID	Electric Bills	001-7140-0403-0000	28.82
11056569	14325-19108	NATIONAL GRID	Electric Bills	001-7110-0403-0000	25.25
11056569	17752-93109	NATIONAL GRID	Electric Bills	001-5182-0403-0000	2,251.68
11056569	19451-41114	NATIONAL GRID	Electric Bills	005-8120-0403-0000	426.17
11056569	27737-12102	NATIONAL GRID	Electric Bills	005-8120-0403-0000	87.66
11056569	51484-28018	NATIONAL GRID	Electric Bills	004-8320-0403-0000	4,400.24
11056569	67837-38103	NATIONAL GRID	Electric Bills	005-8121-0403-0000	731.92
11056569	77237-38106	NATIONAL GRID	Electric Bills	005-8130-0403-0000	5,243.10
				Warrant Total:	**13,472.92**
				Report Total:	**13,472.92**

Accounts Payable

Voucher Approval Document

User:	accountspayable@saranaclakeny.gov
Printed:	04/14/2026 - 11:45AM
Date Type:	
Batch:	00004.04.2026 - Nat Grid 2026-04-13
Voucher From & To:	
Date From & To:	
Batch:	AP5 00004.04.2026

ABSTRACT OF CLAIMS FOR VILLAGE OF SARANAC LAKE

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

Mayor/Trustee: _____ Date: _____

TO THE TREASURER OF THE VILLAGE

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

Fund	Description	Amount
001	GENERAL FUND	2,321.09
004	WATER FUND	4,400.24
005	SEWER FUND	6,751.59
	Report Total:	13,472.92

Business of the Village Board
Village of Saranac Lake

BILL #84-2026

SUBJECT: Adopt Budget

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/15/2026

Resolution to adopt the 2026-2027 Budget

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
THE ADOPTION OF THE ANNUAL OPERATING BUDGETS GENERAL FUND, WATER FUND, & SEWER FUND FOR 2026-2027

WHEREAS, the Village of Saranac Lake is required to develop annual budgets for its General Fund, Water Fund, and Sewer Fund operations, and,

WHEREAS, the Village of Saranac Lake Board of Trustees held the required Public Hearing for these operating budgets on April 13, 2026 at 5:00 PM, and,

WHEREAS, the Village of Saranac Lake Board of Trustees has been presented with a Tentative Budget that complies with the provisions of the Tax Cap regulations, and,

WHEREAS, by resolutions dated April 27, 2026 and prior to consideration of this resolution, the Village of Saranac Lake Board of Trustees adjusts the Tentative Budgets, while remaining under the Tax Cap limit.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees hereby approves the adoption of the General Fund, Water Fund, and Sewer Fund operating budgets for the 2026-2027 Fiscal Year.

Revision to the Fiscal Year 2027 Tentative Budget

- Removing 3% increase for non-union member admin personnel - $20,289.16
- Full Financial Audit - $50,000.00
- Omitted/Pro Rata Taxes - $582.00

Village of Saranac Lake

2026 - 2027
TENTATIVE BUDGETS

April 27, 2026

Respectfully Submitted by
Bachana Tsiklauri, Village Manager
Kendra Morgan, Village Treasurer

TENTATIVE 2026-2027 BUDGET
Index

- Glossary of Terms – Page 1
- Account Code Description Sheet – Page 3
- Budget Overview – Page 4
- Property Tax Rate Calculation – Page 5
- Tax Exempt Property Report – Page 9
- Schedule of Reserves – Page 15
- Schedule of Debt – Page 19
- Schedule of Fund Balances – Page 21
- Salary & Wages by Position – Page 23
- Salary & Wages by Department – Page 28
- General Fund Revenues – Page 41
- General Fund Expenditures – Page 45
- Water Fund Revenues – Page 75
- Water Fund Expenditures – Page 78
- Sewer Fund Revenues – Page 88
- Sewer Fund Expenditures – Page 91
- 3-Year Comparison (General Fund) – Page 102
- 3-Year Comparison (Water Fund) – Page 112
- 3-Year Comparison (Sewer Fund) – Page 116

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Glossary of Terms

General Terminology:

Fiscal Year
The Village's fiscal year runs from June 1 through May 31. This fiscal cycle is commonly used by villages throughout New York State.

Tax Levy
The total amount of revenue that must be raised through property taxes to fund Village operations.

Tax Rate
The tax rate is calculated by dividing the tax levy among municipalities (Towns) based on their proportionate share of total assessed property value. The rate is influenced by changes in property assessments, equalization rates, and the overall tax levy.

General Fund
The General Fund is the primary operating fund of the Village. It accounts for most day-to-day governmental activities and excludes enterprise operations such as water and sewer services, as well as most capital projects.

Enterprise Funds (Non-General Fund)
The Village maintains separate enterprise funds for water and sewer operations. These funds are self-supporting, generating sufficient revenue to cover their associated expenses. Property tax revenues are not used to support these funds.

Appropriated Fund Balance (Assigned)
This represents the portion of fund balance designated for use in the upcoming fiscal year. It is typically applied to reduce the tax levy and help stabilize tax rates.

Unassigned Fund Balance (Unreserved)
This is the portion of fund balance that is not designated for a specific purpose and is carried forward into the next fiscal year. These funds remain available for future appropriation, subject to the Village Board's approval.

Expense Accounts
The Village follows the New York State Comptroller's Uniform System of Accounts for Villages. Expense accounts are organized by department and by category, such as contractual services, equipment, and employee benefits.

Revenue Accounts
The Village also uses the New York State Comptroller's chart of accounts to classify revenues. These accounts are categorized by source, including property taxes, fees, permits, and intergovernmental revenues.

Capital Projects
Most capital projects are accounted for in separate funds. This ensures that project-specific revenues and expenditures are tracked independently from ongoing Village operations.

REVENUES:

How are village revenues forecasted for the next fiscal year?
Village revenues are forecasted in various ways. Some information is made available prior to the development of the budget (state aid.) Some can be calculated based on agreements in place (leases and pilots.) Many revenues are forecasted based on trends with some modified assumptions based on general economic outlooks (Mt Pisgah.)

EXPENSES:

How are expenses forecasted for next year?
Expenses are also forecasted in various ways. Some may be based on existing contracts (parking lot, auditor, service agreements) that allow for fairly accurate estimates. Some are based on simple trend analysis. Many expenses are forecasted with cost increases that are related to increased energy costs. Although the Village is budgeting for higher energy costs related to electricity, heating oil and fuel oil, we also take into account higher material costs. Our vendors, who are experiencing the same energy increases, will pass those energy increases on to us through higher material costs or delivery charges. Most supply cost increases in the budget are related to this issue and do not represent additional purchasing.

What Are the "Mandated" Expenses?
Everyone seems to have a different interpretation of what "mandated" means. For the Village, it relates to expenses the village incurs as a result of complying with various laws or regulations imposed upon the municipality. The Village has no control, nor does it have any recourse when it comes to mandated expenses.

What are the "contractual" expenses?
The term "contractual expense" has two different meanings depending on the context. First, the Village has contracts with unions and a variety of leases that are contracts…therefore, they are bound by a contract…thus "contractual" obligations.

The word "contractual" in a line item of the budget can also mean "services". The Village uses the NYS Uniform System of Accounts (Chart of Accounts) which has a 401 code representing supplies and a 400 code which represents services (non-material.) This non-material category is often referred to as contractual (electrician, auditor, lawyer etc.)

Why are the tax rates different between towns?
NYS Department of Taxation and Finance makes an annual determination if various Towns are either over or under assessed. If they make such a determination, they apply an "Equalization Rate" to the respective townships. If all Towns have a 100% Equalization Rate, then every Town would have the same tax rate. It is not unusual for NYS to issue Equalization Rates that are more or less than 100%. This is the basis for different tax rates for different towns. The Village has no control over the Equalization Rate process.

INDEX OF EXPENSE ACCOUNT CODES

GENERAL FUND CODES

FND	DEPT	DESCRIPTION
001	-1010	Board of Trustees
001	-1110	Village Court
001	-1210	Village Mayor
001	-1230	Village Manager
001	-1320	Auditing
001	-1325	Village Treasurer
001	-1410	Village Clerk
001	-1420	Law / Attorney
001	-1440	Engineering/Survey
001	-1450	Elections
001	-1460	Records Management
001	-1490	Public Works Administration
001	-1610	Central Office
001	-1620	Building Maintenance
001	-1640	Central Garage
001	-1680	Data Processin
001	-1910	Insurance
001	-1920	Municipal Association Due
001	-1989	Municipal Building
001	-1990	Contingency
001	-3120	Police
001	-3410	Fire/Rescue
001	-3510	Animal Control (Humane Society)
001	-3620	Safety Inspection (Code Enforce)
001	-3625	Ambulance Service
001	-4010	Public Health
001	-4020	Registrar
001	-5110	Street Maintenance
001	-5112	CHIPS - State Highway Prog
001	-5132	Highway Garage
001	-5142	Snow Removal
001	-5182	Street Lighting
001	-5410	Sidewalks
001	-5650	Off Street Parking
001	-6410	Publicity
001	-7110	Parks
001	-7180	Beach
001	-7260	Mt. Pisgah
001	-7265	Skating Rink
001	-7310	Youth Programs
001	-7520	Historical/Educational
001	-7550	Celebrations
001	-8010	Zoning
001	-8020	Planning
001	-8160	Refuse/Collection
001	-8170	Street Cleaning
001	-8620	Community Development
001	-8989	Hydro Generation
001	-9000	Benefits and Debt Service

WATER FUND CODES

FND	DEPT	DESCRIPTION
004	-1420	Law / Attorney
004	-1440	Engineering/Survey
004	-1640	Central Garage
004	-1910	Insurance
004	-1940	Purchase of Right of Way
004	-1990	Contingency
004	-8310	Water Administration
004	-8320	Source of Supply (Power/Pump)
004	-8330	Purification
004	-8340	Transmission/Distribution
004	-8674	Deposition of Real Property
004	-9000	Benefits and Debt Service

SEWER FUND CODES

FND	DEPT	DESCRIPTION
005	-1420	Law / Attorney
005	-1440	Engineering/Survey
005	-1640	Central Garage
005	-1910	Insurance
005	-1990	Contingency
005	-8110	Sewer Administration
005	-8120	Sanitary Sewers
005	-8121	Bloomingdale Lift
005	-8130	WWTP / Sewage Disposal
005	-8674	Deposition of Real Property
005	-9000	Benefits and Debt Service

OBJECT CODE SUBCLASSIFICATION CODES

.0100	Personal Services
.0200	Equipment / Capital Outlay
.0400	Contractual
.0401	Supplies
.0402	Telephone
.0403	Electricity
.0404	Fuel Oil
.0405	Insurance
.0406	Travel / Training
.0407	Building Maintenance
.0408	Vehicle Maintenance
.0409	Gasoline
.0410	Equipment Maintenance

Note: **Codes are established using New York State's Uniform System of Accounts as required by the New York State Comptroller's Office**

VILLAGE OF SARANAC LAKE - BUDGET SUMMARY FY 2026-27

FUND	BUDGETARY APPROPRIATIONS	CASH RESERVE CONTRIBUTIONS	ESTIMATED OTHER REVENUES	BUDGETARY APPROPRIATIONS FUNNDED BY UNRESERVED FUNDS	REVENUE	CHANGES FROM PRIOR YEAR'S BUDGET
GENERAL	$7,342,720	$213,613	$2,024,151	$630,648	**Tax Levy** **$4,687,921**	**Tax Cap 2.00%** **Growth Factor 0.67%**
WATER	$2,104,063	$142,298	$148,530	$0	**Water Fee Revenue** **$1,982,112**	**Increase 2.00%**
SEWER	$2,517,820	$136,997	$133,150	$0	**Sewer Fee Revenue** **$2,609,475**	**Increase 1.00%**
TOTALS	**$11,964,603**	**$492,909**	**$2,305,831**	**$630,648**	**$9,279,508**	

RESERVE CALCULATIONS	Current FY Contribution
1. Streets & Roads Reserve for street improvements (established:05/13/1991).	$46,879
2. Equipment Reserve from General Fund (established 02/28/2000).	$11,720
3. Insurance Reserve (Deductible Coverages) - $100K cap reached (established 03/21/2011)	$0
4. Fire Truck Reserve - Bill # 148-2024 (established 04/24/2023, last amended 10/15/2024)	$150,000
5. Sidewalk Reserve - Bill # 48-2023 (established 04/24/2023)	$0
6. Fire Department Equipment - Bill # 36-2025 (established 04/14/2025)	$5,000
7. Water distribution & equipment replacement (established 08/28/1989)	$100,421
8. Water Reserve for water meter replacement - Bill # 34-2016 (established 03/10/2016)	$18,461
9. Main Street Reserve for capital improvements - Bill # 7-2018 (established 01/08/2018)	$18,461
10. Equipment Reserve from the Water Fund (established 02/28/2000).	$4,955
11. Sewer Reserve for sewer distribution & equipment replacement (established 08/28/1989)	$130,474
12. Equipment Reserve from Sewer Fund (established 02/28/2000).	$6,524

Property Tax Rate Calculation

SARANAC LAKE

Village of Saranac Lake

Fiscal Year Ending: 05/31/2027

VIEW

- Home
- Tax Cap Form Selection
- Tax Cap Printable Summary
- Feedback

EXTERNAL LINKS

- Tax Cap Website
- Levy Limit Formula

Summary

	Tax Levy Limit, Before Adjustments and Exclusions	
✓	Real Property Tax Levy FYE 2026	$4,561,204
✓	Tax Cap Reserve Offset from FYE 2025 Used to Reduce FYE 2026 Levy	$0
✓	Total Tax Cap Reserve Amount (Including Interest Earned) from FYE 2026	$1,057
✓	Tax Base Growth Factor	1.0067
✓	PILOTs Receivable FYE 2026	$15,150
✓	Tort Exclusion Amount Claimed in FYE 2026	$0
✓	Allowable Levy Growth Factor	1.0200
✓	PILOTs Receivable FYE 2027	$15,150
✓	Available Carryover from FYE 2026	---
	Tax Levy Limit Before Adjustments/Exclusions	**$4,682,817**
	Adjustments for Transfer of Local Government Functions	
✓	Costs Incurred from Transfer of Local Government Functions	$0
✓	Savings Realized from Transfer of Local Government Functions	$0
	Total Adjustments	**$0**
	Tax Levy Limit, Adjusted for Transfer of Local Government Functions	**$4,682,817**
	Exclusions	
✓	Tort Exclusion	$0
✓	Teachers' Retirement System Exclusion	$0
✓	Employees' Retirement System Exclusion	$0
✓	Police and Fire Retirement System Exclusion	$6,743
	Total Exclusions	**$6,743**
	Your FYE 2027 Tax Levy Limit, Adjusted for Transfers plus Exclusions	**$4,689,560**
✓	Total Tax Cap Reserve Amount Used to Reduce FYE 2027 Levy	$1,057
✓	FYE 2027 Proposed Levy, Net of Reserve	$4,689,550
	Difference Between Tax Levy Limit and Proposed Levy	**($1,047)**
✓	Do you plan to override the Tax Cap for FYE 2027 ?	No

VILLAGE OF SARANAC LAKE
TAX RATE CALCULATION
BUDGET FY2026-2027

TOWN	TAXABLE ASSESSED VALUE	EQUALI-ZATION RATE	FULL VALUE	% OF FULL VALUE TOTAL	AMOUNT TO BE RAISED BY TAXES	TAX RATE PER $1,000 OF ASSESSED VALUE
HARRIETSTOWN	$208,555,684	65.56%	$318,114,222	63.319530%	$2,968,370	$14.232983
NORTH ELBA	$153,836,449	100.00%	$153,836,449	30.620611%	$1,435,470	$9.331144
ST. ARMAND	$30,444,436	100.00%	$30,444,436	6.059859%	$284,081	$9.331144
TOTALS	$392,836,569		$502,395,107	100.00%	$4,687,921	

VILLAGE OF SARANAC LAKE
IMPACT ON TAX PAYER
BUDGET FY2026-2027

	TAX RATE PER $1,000		DIFFERENCE ON $100,000 ASSESSMENT	DIFFERENCE ON $150,000 ASSESSMENT	DIFFERENCE ON $200,000 ASSESSMENT	% INCR FROM FY25-26 BUDGET
HARRIETSTOWN						
FY 26-27 Rate/$1,000	**$ 14.2330**	Total Tax Bill-New Rate	**$ 1,423.30**	**$ 2,134.95**	**$ 2,846.60**	
FY 25-26 Rate/$1,000	*$ 13.8562*	*Total Tax Bill-Old Rate*	*$ 1,385.62*	*$ 2,078.42*	*$ 2,771.23*	
	$ 0.3768	Difference	$ 37.68	$ 56.52	$ 75.37	2.72%
NORTH ELBA						
FY 26-27 Rate/$1,000	**$ 9.3311**	Total Tax Bill-New Rate	**$ 933.11**	**$ 1,399.67**	**$ 1,866.23**	
FY 25-26 Rate/$1,000	*$ 9.7284*	*Total Tax Bill-Old Rate*	*$ 972.84*	*$ 1,459.26*	*$ 1,945.68*	
	$ (0.3973)	Difference	$ (39.73)	$ (59.59)	$ (79.45)	-4.08%
ST. ARMAND						
FY 26-27 Rate/$1,000	**$ 9.3311**	Total Tax Bill-New Rate	**$ 933.11**	**$ 1,399.67**	**$ 1,866.23**	
FY 25-26 Rate/$1,000	*$ 11.5814*	*Total Tax Bill-Old Rate*	*$ 1,158.14*	*$ 1,737.21*	*$ 2,316.29*	
	$ (2.2503)	Difference	$ (225.03)	$ (337.54)	$ (450.06)	-19.43%

Tax Exempt Property Report

VILLAGE OF SARANAC LAKE
TAX EXEMPTION IMPACT REPORT
3/15/2026

Assessor's Report	Budget Year	Harrietstown Total Taxable (equalized)	Harrietstown Exempt	Harrietstown Exempt (equalized)	Harrietstown Pecentage
2026	2027	$392,617,772	$69,621,780	$106,195,516	27.05%

Assessor's Report	Budget Year	North Elba Total Taxable (equalized)	North Elba Exempt	North Elba Exempt (equalized)	North Elba Pecentage
2026	2027	$153,836,449	$32,677,870	$32,677,870	21.24%

Assessor's Report	Budget Year	St. Armand Total Taxable (equalized)	St. Armand Exempt	St. Armand Exempt (equalized)	St. Armand Pecentage
2026	2027	$30,444,436	$5,169,211	$5,169,211	16.98%

GRAND TOTALS					
Assessor's Report	**Budget Year**	**Assessed Grand Total**	**Exempt Grand Total**	**Exempt Grand Total**	**Percentage Total**
2026	**2027**	**$ 576,898,657**	**$ 107,468,861**	**$ 144,042,597**	**24.97%**

Assessor's Report - 2025 - Prior Year File
S495 Exemption Impact Report
Village Report

Total Assessed Value 186,514,319
Uniform Percentage 100.00

Equalized Total Assessed Value 186,514,319

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
12100	NYS - GENERALLY	RPTL 404(1)	6	1,665,000	0.89
13500	TOWN - GENERALLY	RPTL 406(1)	1	517,800	0.28
13650	VG - GENERALLY	RPTL 406(1)	14	3,029,800	1.62
25110	NONPROF CORP - RELIG(CONST PRO	RPTL 420-a	3	3,540,000	1.90
25120	NONPROF CORP - EDUCL(CONST PRO	RPTL 420-a	7	21,188,900	11.36
25230	NONPROF CORP - MORAL/MENTAL IM	RPTL 420-a	1	488,100	0.26
25300	NONPROF CORP - SPECIFIED USES	RPTL 420-b	3	904,800	0.49
25900	SYSTEM CODE	STATUTORY AUTH NOT DEFINED	1	103,200	0.06
27350	PRIVATELY OWNED CEMETERY LAND	RPTL 446	2	140,400	0.08
41120	ALT VET EX-WAR PERIOD-NON-COMB	RPTL 458-a	9	151,785	0.08
41130	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	13	390,000	0.21
41140	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	5	248,165	0.13
41800	PERSONS AGE 65 OR OVER	RPTL 467	2	159,600	0.09
41807	PERSONS AGE 65 OR OVER	RPTL 467	3	150,320	0.08
Total Exemptions Exclusive of System Exemptions:			**70**	**32,677,870**	**17.52**
Total System Exemptions:			**0**	**0**	**0.00**
Totals:			**70**	**32,677,870**	**17.52**

Values have been equalized using the Uniform Percentage of Value. The Exempt amounts do not take into consideration, payments in lieu of taxes or other payments for municipal services.

Amount, if any, attributable to payments in lieu of taxes: _____

Total Assessed Value 35,613,647
Uniform Percentage 100.00

Equalized Total Assessed Value 35,613,647

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
13650	VG - GENERALLY	RPTL 406(1)	3	4,517,400	12.68
13730	VG O/S LIMITS - SPECIFIED USES	RPTL 406(2)	2	10,500	0.03
26250	HISTORICAL SOCIETY	RPTL 444	1	205,000	0.58
41120	ALT VET EX-WAR PERIOD-NON-COMB	RPTL 458-a	1	18,000	0.05
41130	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	1	30,000	0.08
41140	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	1	60,000	0.17
41800	PERSONS AGE 65 OR OVER	RPTL 467	1	204,765	0.57
41807	PERSONS AGE 65 OR OVER	RPTL 467	1	63,546	0.18
44217	HOME IMPROVEMENTS	RPTL 421-f	1	60,000	0.17
Total Exemptions Exclusive of System Exemptions:			**12**	**5,169,211**	**14.51**
Total System Exemptions:			**0**	**0**	**0.00**
Totals:			**12**	**5,169,211**	**14.51**

Values have been equalized using the Uniform Percentage of Value. The Exempt amounts do not take into consideration, payments in lieu of taxes or other payments for municipal services.

Amount, if any, attributable to payments in lieu of taxes: _____

Assessor's Report - 2025 - Prior Year File
S495 Exemption Impact Report
Village Report

Total Assessed Value 278,177,464
Uniform Percentage 65.56

Equalized Total Assessed Value 424,309,738

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
12100	NYS - GENERALLY	RPTL 404(1)	6	2,403,752	0.57
13500	TOWN - GENERALLY	RPTL 406(1)	10	16,317,267	3.85
13650	VG - GENERALLY	RPTL 406(1)	38	11,214,948	2.64
13800	SCHOOL DISTRICT	RPTL 408	3	37,586,943	8.86
14100	USA - GENERALLY	RPTL 400(1)	1	916,412	0.22
21600	RES OF CLERGY - RELIG CORP OWN	RPTL 462	1	250,000	0.06
25110	NONPROF CORP - RELIG(CONST PRO	RPTL 420-a	9	14,320,927	3.38
25120	NONPROF CORP - EDUCL(CONST PRO	RPTL 420-a	2	1,106,620	0.26
25130	NONPROF CORP - CHAR (CONST PRO	RPTL 420-a	5	5,848,078	1.38
25210	NONPROF CORP - HOSPITAL	RPTL 420-a	3	63,148	0.01
25230	NONPROF CORP - MORAL/MENTAL IM	RPTL 420-a	3	2,105,247	0.50
25300	NONPROF CORP - SPECIFIED USES	RPTL 420-b	6	4,965,528	1.17
25900	SYSTEM CODE	STATUTORY AUTH NOT DEFINED	1	129,652	0.03
26100	VETERANS ORGANIZATION	RPTL 452	1	438,835	0.10
27350	PRIVATELY OWNED CEMETERY LAND	RPTL 446	1	1,983	0.00
28110	NOT-FOR-PROFIT HOUSING COMPANY	RPTL 422	2	3,092,587	0.73
28540	NOT-FOR-PROFIT HOUS CO - HOSTE	RPTL 422	2	1,392,465	0.33
28550	NOT-FOR-PROFIT HOUS CO-SR CITS	RPTL 422	1	602,502	0.14
41101	VETS EX BASED ON ELIGIBLE FUND	RPTL 458(1)	2	5,796	0.00
41120	ALT VET EX-WAR PERIOD-NON-COMB	RPTL 458-a	39	735,041	0.17
41130	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	33	1,013,369	0.24
41140	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	21	854,103	0.20
41400	CLERGY	RPTL 460	2	4,576	0.00
41657	VOLUNTEER FIREMEN IN VILLAGES	RPTL 466	8	6,101	0.00
41806	PERSONS AGE 65 OR OVER	RPTL 467	2	234,060	0.06
41807	PERSONS AGE 65 OR OVER	RPTL 467	9	503,664	0.12
44217	HOME IMPROVEMENTS	RPTL 421-f	1	61,013	0.01

Total Assessed Value 278,177,464
Uniform Percentage 65.56

Equalized Total Assessed Value 424,309,738

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
48660	HOUSING DEVELOPMENT FUND CO	P H FI L 577,654-a	1	20,897	0.00
Total Exemptions Exclusive of System Exemptions:			**213**	**106,195,516**	**25.03**
Total System Exemptions:			**0**	**0**	**0.00**
Totals:			**213**	**106,195,516**	**25.03**

Values have been equalized using the Uniform Percentage of Value. The Exempt amounts do not take into consideration, payments in lieu of taxes or other payments for municipal services.

Amount, if any, attributable to payments in lieu of taxes: _____

Schedule Of Reserves

FY 2026-2027 Village of Saranac Lake
Reserve Schedules

General Fund Reserves

Account	Description	Purpose	03/15/26 Balance
001.0230.1910	Liability Insurance	Finance uninsured losses, claims, actions, or judgments, including professional services in connection with the investigation, adjustment, or settlement of claims	$ 103,189.19
001.0230.2000	Streets	Finance capital improvements to streets and roads	$ 780,948.90
001.0230.6000	Equipment	Finance for unexpected or unanticipated repairs to equipment	$ 95,758.27
001.0230.8000	Fire Department Bldg.	Finance the cost of capital maintenance, renovations, and heating system improvements	$ 62,979.80
001.0230.9011	Public Safety Facilities	Finance building/retrofit police, fire, public safety buildings	$ 2,004,266.25
001.0230.5410	Sidewalk	Finance the capital maintenance and improvements of village sidewalks	$ 322,677.47
001.0230.9000	Fire Truck	Finance capital equipment purchases for fire protection	$ 485,021.53
		Grand Total	**$ 3,854,841.41**

FY 2026-2027 Village of Saranac Lake
Reserve Schedules
Water Fund Reserves

Account	Description	Purpose	03/15/26 Balance
004.0230.4000	Water System	finance capital improvements, including equipment, to water system finance replacement, upgrades, repairs to water meters	$ 2,056,267.40
004.0230.4001	Water Well System	Lake at 1-3 Main, 17 Main, and the Hydro Dam	$ 414,319.04
004.0230.4002	Main Street	finance revitalization, major repairs, and upgrades to properties owned by the Village of Saranac	$ 166,074.56
		Grand Total	**$ 2,636,661.00**

FY 2026-2027 Village of Saranac Lake
Reserve Schedules
Sewer Fund Reserves

Account	Description	Purpose	03/15/26 Balance
005.0230.5000	Sewer System	finance capital improvements, including equipment, to the sewer system	$ 2,277,216.30
005.0230.1000	Sewer Debt	finance debt on bond improvements to WWTP and B'dale lift station	$ 721,363.86
		Grand Total	**$ 2,998,580.16**

Schedule Of Debt

STATEMENT OF DEBT FY2026-2027										
CLOSING DATE	PROJECT	BAN/ BOND		BALANCE	INTEREST RATE (%)	PAYMENT WATER	PAYMENT SEWER	DATE OF PAYMNT	ACCOUNT	NOTES
9/28/2006	C5-5516-04-00	BOND	Beg Bal 6/1/26	$2,353,700.00	0.00%		**$200,000.00**	04/01/27	005-9710-0600	Original Amt: $5,802,254
	(B'dale Ave & Lift/Riverside)		End Bal 5/31/27	$2,153,700.00						Maturity Date: 04/1/2036
9/24/2015	D0-17611	BOND	Beg Bal 6/1/26	$7,248,000.00	0.00%	**$362,400.00**		02/19/27	004-9710-0600	Original Amt: $10,870,000
	DWSRLF		End Bal 5/31/27	$6,885,600.00						Maturity Date: 02/19/2045
6/20/2019	C5-5516-05-00	BOND	Beg Bal 6/1/26	$1,534,800.00	0.00%		**$63,950.00**	04/24/27	005-9710-0600	Original Amt: $1,918,242
	(Lapan Highway/Pine Street)		End Bal 5/31/27	$1,470,850.00						Maturity Date: 04/24/2049
6/20/2024	C5-5516-05-01	BOND	Beg Bal 6/1/26	$1,356,861.00	0.00%		**$46,790.00**	06/20/26	005-9710-0600	Original Amt: $1,403,651
	(Woodruf St. Siphon/Lake Street)		End Bal 5/31/27	$1,310,071.00						Maturity Date: 01/29/2054
2/12/2026	C5-5516-09-00	BOND	Beg Bal 6/1/26	$6,139,643.00	0.00%		**$163,724.00**	08/18/26	005-9710-0600	Original Amt: $6,139,643
	(Wastewater Treatment Plant)		End Bal 5/31/27	$5,975,919.00						Manurity Date: 08/18/2055
	BEGINNING BALANCE AS OF 6/1/26:			$18,633,004.00						
	ENDING BALANCE AS OF 5/31/27:			**$17,796,140.00**	**Totals:**	**$362,400.00**	**$474,464.00**			

Schedule
Of
Fund Balances

VILLAGE OF SARANAC LAKE
Estimated Fund Balances at Year-End
March 15, 2026

Account Description	Beginning Balance (06/01/2025)	Estimated Revenue (FY 2026)	Estimated Expense (FY 2026)	Estimated Ending Balance (05/31/2026)
General Fund Balance (Unreserved)	$ 1,527,717.68	$ 6,687,745.15	$ 7,203,000.52	$ 1,012,462.31
Water Fund Balance (Unreserved)	$ 1,445,896.16	$ 2,112,449.80	$ 1,732,000.56	$ 1,826,345.40
Sewer Fund Balance (Unreserved)	$ 1,943,498.34	$ 2,723,848.00	$ 2,297,421.00	$ 2,369,925.34
Total	**$ 4,917,112.18**	**$ 11,524,042.95**	**$ 11,232,422.08**	**$ 5,208,733.05**

Wages & Salary By Position

VILLAGE OF SARANAC LAKE

FY 2026-2027

WAGE & SALARY BY POSITION

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget
Account Clerk	$ 26.88	$ 0.15	$ -	$ 27.03	$ 56,222.40
Administrative Aide	$ 27.43	$ 0.25	$ -	$ 27.68	$ 57,574.40
Administrative Assistant	$ 28.33	$ 0.25	$ -	$ 28.58	$ 59,446.40
Chief of Police	$ 105,831.93	$ 520.00	$ -	$ 51.13	$ 106,351.93
Chief WWTPO	$ 93,990.85	$ 3,078.40	$ -	$ 46.67	$ 97,069.25
Code Enforcement Officer	$ 60,595.32	$ 312.00	$ 4,160.00	$ 31.28	$ 65,067.32
Com. Dev. Director	$ 83,232.00	$ 312.00	$ -	$ 40.17	$ 83,544.00
Deputy Clerk/Treasurer	$ 58,366.44	$ 520.00	$ -	$ 28.31	$ 58,886.44
DPW Superintendent	$ 99,855.55	$ 2,953.60	$ -	$ 49.43	$ 102,809.15
DPW Supervisor 1	$ 30.50	$ 0.65	$ 1.50	$ 32.65	$ 67,912.00
DPW Supervisor 2	$ 30.62	$ 0.95	$ 6.50	$ 38.07	$ 79,185.60
DPW Supervisor 3	$ 30.62	$ 1.24	$ 1.50	$ 33.36	$ 69,388.80
DPW Supervisor 4	$ 30.62	$ 0.60	$ 5.50	$ 36.72	$ 76,377.60
Fire Driver 1	$ 64,642.69	$ 766.00	$ 3,504.00	$ 19.67	$ 68,912.69
Fire Driver 2	$ 64,642.69	$ 1,286.40	$ 3,504.00	$ 19.82	$ 69,433.09
Fire Driver 3	$ 64,642.69	$ 520.00	$ 3,504.00	$ 19.60	$ 68,666.69
Fire Driver 4	$ 64,642.69	$ 520.00	$ 3,504.00	$ 19.60	$ 68,666.69
Head Fire Driver	$ 68,691.84	$ 5,200.00	$ 3,504.00	$ 22.09	$ 77,395.84
Head Lifegaurd	$ 21.00	$ -	$ -	$ 21.00	$ 9,450.00
Head Mechanic	$ 31.09	$ 3.46	$ 2.50	$ 37.05	$ 77,064.00

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget
HEO 1	$ 27.43	$ 0.35	$ 1.50	$ 29.28	$ 60,902.40
HEO 2	$ 27.43	$ 2.74	$ 1.50	$ 31.67	$ 65,873.60
HEO 3	$ 27.43	$ 1.54	$ 2.50	$ 31.47	$ 65,457.60
HEO 4	$ 27.35	$ 0.30	$ 3.25	$ 30.90	$ 64,272.00
HEO 5	$ 27.43	$ 1.42	$ 1.50	$ 30.35	$ 63,128.00
HEO 6	$ 27.43	$ 0.90	$ 2.75	$ 31.08	$ 64,646.40
HEO 7	$ 27.24	$ 0.30	$ 4.50	$ 32.04	$ 66,643.20
HEO 8	$ 27.43	$ 2.08	$ 3.25	$ 32.76	$ 68,140.80
HEO 9	$ 27.35	$ 0.15	$ -	$ 27.50	$ 57,200.00
HEO 10	$ 27.13			$ 27.13	$ 56,430.40
Laborer 1	$ 23.61	$ 0.15	$ -	$ 23.76	$ 49,420.80
Laborer 2	$ 23.61	$ 0.10	$ -	$ 23.71	$ 49,316.80
Lifegaurd 1	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00
Lifegaurd 2	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00
Lifegaurd 3	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00
Lifegaurd 4	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00
Lifegaurd 5	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00
Lifegaurd 6	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00
Lifegaurd 7	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00
Mayor	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
Mechanic 1	$ 26.98	$ 0.20	$ 1.75	$ 28.93	$ 60,174.40
Mechanic 2	$ 26.98	$ 1.48	$ 3.75	$ 32.21	$ 66,996.80

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget
MEO 1	$ 26.12	$ 0.20	$ 1.50	$ 27.82	$ 57,865.60
MEO 2	$ 26.12	$ 0.35	$ 2.50	$ 28.97	$ 60,257.60
MEO 3	$ 26.12	$ 0.35	$ 1.00	$ 27.47	$ 57,137.60
MEO 4	$ 26.12	$ 0.20	$ 1.00	$ 27.32	$ 56,825.60
Police Officer 1	$ 51,310.00	$ 360.00	$ -	$ 24.84	$ 51,670.00
Police Officer 2	$ 56,787.00	$ 720.00	$ -	$ 27.65	$ 57,507.00
Police Officer 3	$ 59,130.00	$ 1,320.00	$ -	$ 29.06	$ 60,450.00
Police Officer 4	$ 49,623.00	$ 240.00	$ -	$ 23.97	$ 49,863.00
Police Officer 5	$ 53,064.00	$ 480.00	$ -	$ 25.74	$ 53,544.00
Police Officer 6	$ 59,130.00	$ 960.00	$ -	$ 28.89	$ 60,090.00
Police Officer 7	$ 47,999.00	$ 120.00	$ -	$ 23.13	$ 48,119.00
Police Officer 8	$ 38,639.00	$ -	$ -	$ 18.58	$ 38,639.00
Principal Account Clerk	$ 29.26	$ 0.30	$ -	$ 29.56	$ 61,484.80
Recreation Attendant 1	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00
Recreation Attendant 2	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00
Recreation Attendant 3	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00
Recreation Attendant 4	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00
Recreation Attendant 5	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00
Recreation Attendant 6	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00
Recreation Attendant 7	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00
Recreation Attendant 8	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00
Recreation Attendant 9	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00
Recreation Attendant 10	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget
Sergeant 1	$ 69,970.00	$ 2,025.00	$ -	$ 34.61	$ 71,995.00
Sergeant 2	$ 69,970.00	$ 1,350.00	$ -	$ 34.29	$ 71,320.00
Sergeant 3	$ 69,970.00	$ 1,200.00	$ -	$ 34.22	$ 71,170.00
Sergeant 4	$ 69,970.00	$ 2,565.00	$ -	$ 34.87	$ 72,535.00
Ski Area Manager	$ 30.31	$ -	$ -	$ 30.31	$ 63,044.80
Trustee 1	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
Trustee 2	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
Trustee 3	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
Trustee 4	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
Village Clerk	$ 67,834.08	$ 624.00	$ -	$ 32.91	$ 68,458.08
Village Manager	$ 99,360.24	$ 624.00	$ -	$ 48.07	$ 99,984.24
Village Treasurer	$ 67,834.08	$ 416.00	$ -	$ 32.81	$ 68,250.08
W/WW Maint. Helper 1	$ 24.53	$ 0.15	$ -	$ 24.68	$ 51,334.40
W/WW Maint. Worker 1	$ 26.27	$ -	$ -	$ 26.27	$ 54,641.60
W/WW Maint. Worker 2	$ 26.27	$ -	$ -	$ 26.27	$ 54,641.60
W/WW TPO 1	$ 28.00	$ -	$ -	$ 28.00	$ 58,240.00
W/WWTPO 2	$ 28.33	$ 0.70	$ 5.25	$ 34.28	$ 71,302.40
W/WWTPO 3	$ 28.33	$ 0.30	$ 1.25	$ 29.88	$ 62,150.40
W/WWTPO TRAINEE	$ 27.24	$ 0.10	$ -	$ 27.34	$ 56,867.20

Wages & Salary By Department

VILLAGE OF SARANAC LAKE
FY 2026-2027
WAGE & SALARY BY DEPARTMENT

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
GENERAL FUND									
001-1010 Board of Trustees									
Trustee 1	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		001-1010 Board of Trustees	34%	$ 1,700.00
Trustee 2	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		001-1010 Board of Trustees	34%	$ 1,700.00
Trustee 3	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		001-1010 Board of Trustees	34%	$ 1,700.00
Trustee 4	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		001-1010 Board of Trustees	34%	$ 1,700.00
							001-1010 Board of Trustees	**Total**	**$ 6,800.00**
001-1210 Mayor									
Mayor	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00		001-1210 Mayor	34%	$ 3,400.00
							001-1210 Mayor	**Total**	**$ 3,400.00**
001-1230 Village Manager									
Village Manager	$ 99,360.24	$ 624.00	$ -	$ 48.07	$ 99,984.24		001-1230 Village Manager	34%	$ 33,994.64
							001-1230 Village Manager	**Total**	**$ 33,994.64**
001-1325 Village Treasurer									
Village Treasurer	$ 67,834.08	$ 416.00	$ -	$ 32.81	$ 68,250.08		001-1325 Village Treasurer	34%	$ 23,205.03
							001-1325 Village Treasurer	**Total**	**$ 23,205.03**
001-1410 Village Clerk									
Village Clerk	$ 67,834.08	$ 624.00	$ -	$ 32.91	$ 68,458.08		001-1410 Village Clerk	34%	$ 23,275.75
							001-1410 Village Clerk	**Total**	**$ 23,275.75**
001-1490 Public Works Administration									
DPW Superintendent	$ 99,855.55	$ 2,953.60	$ -	$ 49.43	$ 102,809.15		001-1490 Public Works Administration	34%	$ 34,955.11
							001-1490 Public Works Administration	**Total**	**$ 34,955.11**
001-1610 Central Office									
Account Clerk	$ 26.88	$ 0.15	$ -	$ 27.03	$ 56,222.40		001-1610 Central Office	34%	$ 19,115.62
Deputy Clerk/Treasurer	$ 58,366.44	$ 520.00	$ -	$ 28.31	$ 58,886.44		001-1610 Central Office	34%	$ 20,021.39
Principal Account Clerk	$ 29.26	$ 0.30	$ -	$ 29.56	$ 61,484.80		001-1610 Central Office	34%	$ 20,904.83
							001-1610-0101-0000 QTR 1 OT		$ 250.00
							001-1610-0102-0000 QTR 2 OT		$ 250.00
							001-1610-0103-0000 QTR 3 OT		$ 250.00
							001-1610-0104-0000 QTR 4 OT		$ 250.00
							001-1610 Central Office	**Total**	**$ 60,041.84**
							001-1610 Central Office OT	**Total**	**$ 1,000.00**
001-1640 Central Garage									
Head Mechanic	$ 31.09	$ 3.46	$ 2.50	$ 37.05	$ 77,064.00		001-1640 Central Garage	33%	$ 25,431.12
Mechanic 1	$ 26.98	$ 0.20	$ 1.75	$ 28.93	$ 60,174.40		001-1640 Central Garage	33%	$ 19,857.55
Mechanic 2	$ 26.98	$ 1.48	$ 3.75	$ 32.21	$ 66,996.80		001-1640 Central Garage	33%	$ 22,108.94
							001-1640-0101-0000 QTR 1 OT		$ 1,000.00
							001-1640-0102-0000 QTR 2 OT		$ 1,000.00
							001-1640-0103-0000 QTR 3 OT		$ 1,500.00
							001-1640-0104-0000 QTR 4 OT		$ 1,000.00

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
							001-1640 Central Garage	Total	$ 67,397.62
							001-1640 Central Garage OT	Total	$ 4,500.00

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
001-3120 Police Department									
Administrative Aide	$ 27.43	$ 0.25	$ -	$ 27.68	$ 57,574.40	$ -	001-3120 Police Department	100%	$ 57,574.40
Chief of Police	$ 105,831.93	$ 520.00	$ -	$ 51.13	$ 106,351.93	$ -	001-3120 Police Department	100%	$ 106,351.93
Police Officer 1	$ 51,310.00	$ 360.00	$ -	$ 24.84	$ 51,670.00	$ 3,378.42	001-3120 Police Department	100%	$ 51,670.00
Police Officer 2	$ 56,787.00	$ 720.00	$ -	$ 27.65	$ 57,507.00	$ 3,760.07	001-3120 Police Department	100%	$ 57,507.00
Police Officer 3	$ 59,130.00	$ 1,320.00	$ -	$ 29.06	$ 60,450.00	$ 3,952.50	001-3120 Police Department	100%	$ 60,450.00
Police Officer 4	$ 49,623.00	$ 240.00	$ -	$ 23.97	$ 49,863.00	$ 3,260.27	001-3120 Police Department	100%	$ 49,863.00
Police Officer 5	$ 53,064.00	$ 480.00	$ -	$ 25.74	$ 53,544.00	$ 3,500.95	001-3120 Police Department	100%	$ 53,544.00
Police Officer 6	$ 59,130.00	$ 960.00	$ -	$ 28.89	$ 60,090.00	$ 3,928.96	001-3120 Police Department	100%	$ 60,090.00
Police Officer 7	$ 47,999.00	$ 120.00	$ -	$ 23.13	$ 48,119.00	$ 3,146.24	001-3120 Police Department	100%	$ 48,119.00
Police Officer 8	$ 38,639.00	$ -	$ -	$ 18.58	$ 38,639.00	$ 2,526.40	001-3120 Police Department	100%	$ 38,639.00
Sergeant 1	$ 69,970.00	$ 2,025.00	$ -	$ 34.61	$ 71,995.00	$ 4,707.37	001-3120 Police Department	100%	$ 71,995.00
Sergeant 2	$ 69,970.00	$ 1,350.00	$ -	$ 34.29	$ 71,320.00	$ 4,663.23	001-3120 Police Department	100%	$ 71,320.00
Sergeant 3	$ 69,970.00	$ 1,200.00	$ -	$ 34.22	$ 71,170.00	$ 4,653.42	001-3120 Police Department	100%	$ 71,170.00
Sergeant 4	$ 69,970.00	$ 2,565.00	$ -	$ 34.87	$ 72,535.00	$ 4,742.67	001-3120 Police Department	100%	$ 72,535.00
							001-3120-0101-0000 QTR 1 OT		$ 30,000.00
							001-3120-0102-0000 QTR 2 OT		$ 30,000.00
							001-3120-0103-0000 QTR 3 OT		$ 30,000.00
							001-3120-0104-0000 QTR 4 OT		$ 30,000.00
							001-3120 Police Department	**Total**	**$ 870,828.33**
							001-3120 Police Department OT	**Total**	**$ 120,000.00**
001-3410 Fire Department									
Head Mechanic	$ 31.09	$ 3.46	$ 2.50	$ 37.05	$ 77,064.00		001-3410 Fire Department	3%	$ 2,311.92
Fire Driver 1	$ 64,642.69	$ 766.00	$ 3,504.00	$ 19.67	$ 68,912.69	$ 1,416.01	001-3410 Fire Department	100%	$ 68,912.69
Fire Driver 2	$ 64,642.69	$ 1,286.40	$ 3,504.00	$ 19.82	$ 69,433.09	$ 1,426.71	001-3410 Fire Department	100%	$ 69,433.09
Fire Driver 3	$ 64,642.69	$ 520.00	$ 3,504.00	$ 19.60	$ 68,666.69	$ 1,410.96	001-3410 Fire Department	100%	$ 68,666.69
Fire Driver 4	$ 64,642.69	$ 520.00	$ 3,504.00	$ 19.60	$ 68,666.69	$ 1,410.96	001-3410 Fire Department	100%	$ 68,666.69
Head Fire Driver	$ 68,691.84	$ 5,200.00	$ 3,504.00	$ 22.09	$ 77,395.84	$ 1,590.33	001-3410 Fire Department	100%	$ 77,395.84
Mechanic 1	$ 26.98	$ 0.20	$ 1.75	$ 28.93	$ 60,174.40		001-3410 Fire Department	3%	$ 1,805.23
Mechanic 2	$ 26.98	$ 1.48	$ 3.75	$ 32.21	$ 66,996.80		001-3410 Fire Department	3%	$ 2,009.90
							001-3410-0101-0000 QTR 1 OT		$ 40,800.00
							001-3410-0102-0000 QTR 2 OT		$ 40,800.00
							001-3410-0103-0000 QTR 3 OT		$ 40,800.00
							001-3410-0104-0000 QTR 4 OT		$ 40,800.00
							001-3410 Fire Department	**Total**	**$ 359,202.06**
							001-3410 Fire Department OT	**Total**	**$ 163,200.00**
001-3620 Safety Inspection									
Adm. Assistant	$ 28.33	$ 0.25	$ -	$ 28.58	$ 59,446.40		001-3620 Safety Inspection	20%	$ 11,889.28
Code Enforcement Officer	$ 60,595.32	$ 312.00	$ 4,160.00	$ 31.28	$ 65,067.32		001-3620 Safety Inspection	100%	$ 65,067.32
Com. Dev. Director	$ 83,232.00	$ 312.00	$ -	$ 40.17	$ 83,544.00		001-3620 Safety Inspection	10%	$ 8,354.40
							001-3620-0101-0000 QTR 1 OT		$ 130.00
							001-3620-0102-0000 QTR 2 OT		$ 130.00
							001-3620-0103-0000 QTR 3 OT		$ 130.00
							001-3620-0104-0000 QTR 4 OT		$ 130.00
							001-3620 Safety Inspection	**Total**	**$ 85,311.00**
							001-3620 Safety Inspection OT	**Total**	**$ 520.00**

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
001-5110 Street Maintenance									
DPW Supervisor 1	$ 30.50	$ 0.65	$ 1.50	$ 32.65	$ 67,912.00		001-5110 Street Maintenance	40%	$ 27,164.80
DPW Supervisor 3	$ 30.62	$ 1.24	$ 1.50	$ 33.36	$ 69,388.80		001-5110 Street Maintenance	30%	$ 20,816.64
DPW Supervisor 4	$ 30.62	$ 0.60	$ 5.50	$ 36.72	$ 76,377.60		001-5110 Street Maintenance	5%	$ 3,818.88
HEO 1	$ 27.43	$ 0.35	$ 1.50	$ 29.28	$ 60,902.40		001-5110 Street Maintenance	15%	$ 9,135.36
HEO 2	$ 27.43	$ 2.74	$ 1.50	$ 31.67	$ 65,873.60		001-5110 Street Maintenance	30%	$ 19,762.08
HEO 3	$ 27.43	$ 1.54	$ 2.50	$ 31.47	$ 65,457.60		001-5110 Street Maintenance	35%	$ 22,910.16
HEO 4	$ 27.35	$ 0.30	$ 3.25	$ 30.90	$ 64,272.00		001-5110 Street Maintenance	40%	$ 25,708.80
HEO 5	$ 27.43	$ 1.42	$ 1.50	$ 30.35	$ 63,128.00		001-5110 Street Maintenance	40%	$ 25,251.20
HEO 6	$ 27.43	$ 0.90	$ 2.75	$ 31.08	$ 64,646.40		001-5110 Street Maintenance	5%	$ 3,232.32
HEO 7	$ 27.24	$ 0.30	$ 4.50	$ 32.04	$ 66,643.20		001-5110 Street Maintenance	5%	$ 3,332.16
HEO 8	$ 27.43	$ 2.08	$ 3.25	$ 32.76	$ 68,140.80		001-5110 Street Maintenance	5%	$ 3,407.04
HEO 9	$ 27.35	$ 0.15	$ -	$ 27.50	$ 57,200.00		001-5110 Street Maintenance	30%	$ 17,160.00
MEO 1	$ 26.12	$ 0.20	$ 1.50	$ 27.82	$ 57,865.60		001-5110 Street Maintenance	35%	$ 20,252.96
MEO 2	$ 26.12	$ 0.35	$ 2.50	$ 28.97	$ 60,257.60		001-5110 Street Maintenance	35%	$ 21,090.16
MEO 3	$ 26.12	$ 0.35	$ 1.00	$ 27.47	$ 57,137.60		001-5110 Street Maintenance	30%	$ 17,141.28
MEO 4	$ 26.12	$ 0.20	$ 1.00	$ 27.32	$ 56,825.60		001-5110 Street Maintenance	30%	$ 17,047.68
W/WW Maint. Worker 1	$ 26.27	$ -	$ -	$ 26.27	$ 54,641.60		001-5110 Street Maintenance	5%	$ 2,732.08
							001-5110-0101-0000 QTR 1 OT		$ 3,000.00
							001-5110-0102-0000 QTR 2 OT		$ 2,000.00
							001-5110-0103-0000 QTR 3 OT		$ 9,500.00
							001-5110-0104-0000 QTR 4 OT		$ 3,500.00
							001-5110 Street Maintenance	**Total**	**$ 259,963.60**
							001-5110 Street Maintenance OT	**Total**	**$ 18,000.00**
001-5142 Snow Removal									
DPW Supervisor 1	$ 30.50	$ 0.65	$ 1.50	$ 32.65	$ 67,912.00		001-5142 Snow Removal	30%	$ 20,373.60
DPW Supervisor 3	$ 30.62	$ 1.24	$ 1.50	$ 33.36	$ 69,388.80		001-5142 Snow Removal	40%	$ 27,755.52
DPW Supervisor 4	$ 30.62	$ 0.60	$ 5.50	$ 36.72	$ 76,377.60		001-5142 Snow Removal	5%	$ 3,818.88
HEO 1	$ 27.43	$ 0.35	$ 1.50	$ 29.28	$ 60,902.40		001-5142 Snow Removal	45%	$ 27,406.08
HEO 2	$ 27.43	$ 2.64	$ 1.50	$ 31.57	$ 65,665.60		001-5142 Snow Removal	30%	$ 19,699.68
HEO 3	$ 27.43	$ 1.54	$ 2.50	$ 31.47	$ 65,457.60		001-5142 Snow Removal	35%	$ 22,910.16
HEO 4	$ 27.35	$ 0.30	$ 3.25	$ 30.90	$ 64,272.00		001-5142 Snow Removal	40%	$ 25,708.80
HEO 5	$ 27.43	$ 1.42	$ 1.50	$ 30.35	$ 63,128.00		001-5142 Snow Removal	40%	$ 25,251.20
HEO 6	$ 27.43	$ 0.90	$ 2.75	$ 31.08	$ 64,646.40		001-5142 Snow Removal	5%	$ 3,232.32
HEO 8	$ 27.43	$ 2.08	$ 3.25	$ 32.76	$ 68,140.80		001-5142 Snow Removal	5%	$ 3,407.04
HEO 9	$ 27.35	$ 0.15	$ -	$ 27.50	$ 57,200.00		001-5142 Snow Removal	30%	$ 17,160.00
MEO 1	$ 26.12	$ 0.20	$ 1.50	$ 27.82	$ 57,865.60		001-5142 Snow Removal	35%	$ 20,252.96
MEO 2	$ 26.12	$ 0.35	$ 2.50	$ 28.97	$ 60,257.60		001-5142 Snow Removal	35%	$ 21,090.16
MEO 3	$ 26.12	$ 0.35	$ 1.00	$ 27.47	$ 57,137.60		001-5142 Snow Removal	30%	$ 17,141.28
MEO 4	$ 26.12	$ 0.20	$ 1.00	$ 27.32	$ 56,825.60		001-5142 Snow Removal	30%	$ 17,047.68
W/WW Maint. Helper	$ 24.53	$ 0.15	$ -	$ 24.68	$ 51,334.40		001-5142 Snow Removal	10%	$ 5,133.44
W/WW Maint. Worker 2	$ 26.27	$ -	$ -	$ 26.27	$ 54,641.60		001-5142 Snow Removal	10%	$ 5,464.16
							001-5142-0101-0000 QTR 1 OT		$ 3,500.00
							001-5142-0102-0000 QTR 2 OT		$ 2,000.00
							001-5142-0103-0000 QTR 3 OT		$ 9,000.00
							001-5142-0104-0000 QTR 4 OT		$ 1,500.00

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
							001-5142 Snow Removal	**Total**	**$ 282,852.96**
							001-5142 Snow Removal OT	**Total**	**$ 16,000.00**
001-5410 Sidewalks									
DPW Supervisor 1	$ 30.50	$ 0.65	$ 1.50	$ 32.65	$ 67,912.00		001-5410 Sidewalks	20%	$ 13,582.40
DPW Supervisor 3	$ 30.62	$ 1.24	$ 1.50	$ 33.36	$ 69,388.80		001-5410 Sidewalks	10%	$ 6,938.88
HEO 4	$ 27.35	$ 0.30	$ 3.25	$ 30.90	$ 64,272.00		001-5410 Sidewalks	20%	$ 12,854.40
HEO 5	$ 27.43	$ 1.42	$ 1.50	$ 30.35	$ 63,128.00		001-5410 Sidewalks	20%	$ 12,625.60
HEO 9	$ 27.35	$ 0.15	$ 2.75	$ 30.25	$ 62,920.00		001-5410 Sidewalks	20%	$ 12,584.00
MEO 1	$ 26.12	$ 0.20	$ 1.50	$ 27.82	$ 57,865.60		001-5410 Sidewalks	20%	$ 11,573.12
MEO 2	$ 26.12	$ 0.35	$ 2.50	$ 28.97	$ 60,257.60		001-5410 Sidewalks	20%	$ 12,051.52
MEO 3	$ 26.12	$ 0.35	$ 1.00	$ 27.47	$ 57,137.60		001-5410 Sidewalks	20%	$ 11,427.52
MEO 4	$ 26.12	$ 0.20	$ 1.00	$ 27.32	$ 56,825.60		001-5410 Sidewalks	20%	$ 11,365.12
							001-5410-0101-0000 QTR 1 OT		$ 2,000.00
							001-5410-0102-0000 QTR 2 OT		$ 1,000.00
							001-5410-0103-0000 QTR 3 OT		$ 5,000.00
							001-5410-0104-0000 QTR 4 OT		$ 1,500.00
							001-5410 Sidewalks	**Total**	**$ 105,002.56**
							001-5410 Sidewalks OT	**Total**	**$ 9,500.00**
001-7110 Parks									
HEO 10	$ 27.13	$ -	$ -	$ 27.13	$ 56,430.40		001-7110 Parks	40%	$ 22,572.16
Laborer 1	$ 21.15	$ 0.20	$ -	$ 21.35	$ 44,408.00		001-7110 Parks	40%	$ 17,763.20
Laborer 2	$ 22.00	$ 0.20	$ -	$ 22.20	$ 46,176.00		001-7110 Parks	40%	$ 18,470.40
Ski Area Manager	$ 30.31	$ -	$ -	$ 30.31	$ 63,044.80		001-7110 Parks	40%	$ 25,217.92
							001-7110-0101-0000 QTR 1 OT		$ 1,250.00
							001-7110-0102-0000 QTR 2 OT		$ 1,250.00
							001-7110-0103-0000 QTR 3 OT		$ 10,000.00
							001-7110-0104-0000 QTR 4 OT		$ 1,250.00
							001-7110 Parks	**Total**	**$ 84,023.68**
							001-7110 Parks OT	**Total**	**$ 13,750.00**
001-7180 Beach Operation									
Head Lifegaurd	$ 21.00	$ -	$ -	$ 21.00	$ 9,450.00		001-7180 Beach Operation	100%	$ 9,450.00
HEO 10	$ 27.13	$ -	$ -	$ 27.13	$ 56,430.40		001-7180 Beach Operation	20%	$ 11,286.08
Laborer 1	$ 21.15	$ 0.20	$ -	$ 21.35	$ 44,408.00		001-7180 Beach Operation	20%	$ 8,881.60
Laborer 2	$ 22.00	$ 0.20	$ -	$ 22.20	$ 46,176.00		001-7180 Beach Operation	20%	$ 9,235.20
Ski Area Manager	$ 30.31	$ -	$ -	$ 30.31	$ 63,044.80		001-7180 Beach Operation	20%	$ 12,608.96
Lifegaurd-1	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00		001-7180 Beach Operation	100%	$ 8,100.00
Lifegaurd-2	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00		001-7180 Beach Operation	100%	$ 8,100.00
Lifegaurd-3	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00		001-7180 Beach Operation	100%	$ 8,100.00
Lifegaurd-4	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00		001-7180 Beach Operation	100%	$ 8,100.00
Lifegaurd-5	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00		001-7180 Beach Operation	100%	$ 8,100.00
Lifegaurd-6	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00		001-7180 Beach Operation	100%	$ 8,100.00
Lifegaurd-7	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00		001-7180 Beach Operation	100%	$ 8,100.00
Lifegaurd-8	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00		001-7180 Beach Operation	100%	$ 8,100.00
Lifegaurd-9	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00		001-7180 Beach Operation	100%	$ 8,100.00
Lifegaurd-10	$ 18.00	$ -	$ -	$ 18.00	$ 8,100.00		001-7180 Beach Operation	100%	$ 8,100.00

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
							001-7180-0101-0000 QTR 1 OT		$ 3,000.00
							001-7180 Beach Operation	**Total**	**$ 132,461.84**
							001-7180 Beach Operation OT	**Total**	**$ 3,000.00**
001-7260 Pisgah									
HEO 10	$ 27.13	$ -	$ -	$ 27.13	$ 56,430.40		001-7260 Pisgah	40%	$ 22,572.16
Laborer 1	$ 21.15	$ 0.20	$ -	$ 21.35	$ 44,408.00		001-7260 Pisgah	40%	$ 17,763.20
Laborer 2	$ 22.00	$ 0.20	$ -	$ 22.20	$ 46,176.00		001-7260 Pisgah	40%	$ 18,470.40
Recreation Attendant-1	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00		001-7260 Pisgah	100%	$ 5,850.00
Recreation Attendant-2	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00		001-7260 Pisgah	100%	$ 5,850.00
Recreation Attendant-3	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00		001-7260 Pisgah	100%	$ 5,850.00
Recreation Attendant-4	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00		001-7260 Pisgah	100%	$ 5,850.00
Recreation Attendant-5	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00		001-7260 Pisgah	100%	$ 5,850.00
Recreation Attendant-6	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00		001-7260 Pisgah	100%	$ 5,850.00
Recreation Attendant-7	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00		001-7260 Pisgah	100%	$ 5,850.00
Recreation Attendant-8	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00		001-7260 Pisgah	100%	$ 5,850.00
Recreation Attendant-9	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00		001-7260 Pisgah	100%	$ 5,850.00
Recreation Attendant-10	$ 18.00	$ -	$ -	$ 18.00	$ 5,850.00		001-7260 Pisgah	100%	$ 5,850.00
Ski Area Manager	$ 30.31	$ -	$ -	$ 30.31	$ 63,044.80		001-7260 Pisgah	40%	$ 25,217.92
							001-7260-0101-0000 QTR 1 OT		$ 1,000.00
							001-7260-0102-0000 QTR 2 OT		$ 1,000.00
							001-7260-0103-0000 QTR 3 OT		$ 10,000.00
							001-7260-0104-0000 QTR 4 OT		$ 2,000.00
							001-7260 Pisgah	**Total**	**$ 142,523.68**
							001-7260 Pisgah OT	**Total**	**$ 14,000.00**

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
001-8010 Zoning									
Adm. Assistant	$ 28.33	$ 0.25	$ -	$ 28.58	$ 59,446.40		001-8010 Zoning	30%	$ 17,833.92
Com. Dev. Director	$ 83,232.00	$ 312.00	$ -	$ 40.17	$ 83,544.00		001-8010 Zoning	40%	$ 33,417.60
							001-8010-0101-0000 QTR 1 OT		$ 200.00
							001-8010-0102-0000 QTR 2 OT		$ 200.00
							001-8010-0103-0000 QTR 3 OT		$ 300.00
							001-8010-0104-0000 QTR 4 OT		$ 200.00
							001-8010 Zoning	**Total**	**$ 51,251.52**
							001-8010 Zoning OT	**Total**	**$ 900.00**
001-8170 Street Cleaning									
HEO 1	$ 27.43	$ 0.35	$ 1.50	$ 29.28	$ 60,902.40		001-8170 Street Cleaning	30%	$ 18,270.72
HEO 2	$ 27.43	$ 2.74	$ 1.50	$ 31.67	$ 65,873.60		001-8170 Street Cleaning	40%	$ 26,349.44
							001-8170-0101-0000 QTR 1 OT		$ 200.00
							001-8170-0102-0000 QTR 2 OT		$ 200.00
							001-8170-0103-0000 QTR 3 OT		$ 500.00
							001-8170-0104-0000 QTR 4 OT		$ 200.00
							001-8170 Street Cleaning	**Total**	**$ 44,620.16**
							001-8170 Street Cleaning OT	**Total**	**$ 1,100.00**

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
001-8620 Community Development									
Adm. Assistant	$ 28.33	$ 0.25	$ -	$ 28.58	$ 59,446.40		001-8620 Community Development	40%	$ 23,778.56
Com. Dev. Director	$ 83,232.00	$ 312.00	$ -	$ 40.17	$ 83,544.00		001-8620 Community Development	40%	$ 33,417.60
							001-8620-0101-0000 QTR 1 OT		$ 250.00
							001-8620-0102-0000 QTR 2 OT		$ 300.00
							001-8620-0103-0000 QTR 3 OT		$ 500.00
							001-8620-0104-0000 QTR 4 OT		$ 250.00
							001-8620 Community Development	**Total**	**$ 57,196.16**
							001-8620 Community Development OT	**Total**	**$ 1,300.00**
							GENERAL FUND OT	**Total**	**$ 366,770.00**
							GENERAL FUND STRAIGHT PAY	**Total**	**$ 2,728,307.53**
							GENERAL FUND	**Total**	**$ 3,095,077.53**
WATER FUND									
004-1640 Central Garage									
Head Mechanic	$ 31.09	$ 3.46	$ 2.50	$ 37.05	$ 77,064.00		004-1640 Central Garage Maint	32%	$ 24,660.48
Mechanic 1	$ 26.98	$ 0.20	$ 1.75	$ 28.93	$ 60,174.40		004-1640 Central Garage Maint	32%	$ 19,255.81
Mechanic 2	$ 26.98	$ 1.48	$ 3.75	$ 32.21	$ 66,996.80		004-1640 Central Garage Maint	32%	$ 21,438.98
							004-1640-0101-0000 QTR 1 OT		$ 300.00
							004-1640-0102-0000 QTR 2 OT		$ 500.00
							004-1640-0103-0000 QTR 3 OT		$ 1,000.00
							004-1640-0104-0000 QTR 4 OT		$ 300.00
							004-1640 Central Garage	**Total**	**$ 65,355.26**
							004-1640 Central Garage OT	**Total**	**$ 2,100.00**
004-8310 Water Administration									
Account Clerk 1	$ 26.88	$ 0.15	$ -	$ 27.03	$ 56,222.40		004-8310 Water Administration	33%	$ 18,553.39
Adm. Assistant	$ 28.33	$ 0.25	$ -	$ 28.58	$ 59,446.40		004-8310 Water Administration	5%	$ 2,972.32
Com. Dev. Director	$ 83,232.00	$ 312.00	$ -	$ 40.17	$ 83,544.00		004-8310 Water Administration	5%	$ 4,177.20
Deputy Clerk/Treasurer	$ 58,366.44	$ 520.00	$ -	$ 28.31	$ 58,886.44		004-8310 Water Administration	33%	$ 19,432.52
DPW Superintendent	$ 99,855.55	$ 2,953.60	$ -	$ 49.43	$ 102,809.15		004-8310 Water Administration	33%	$ 33,927.02
Mayor	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00		004-8310 Water Administration	33%	$ 3,300.00
Principal Account Clerk	$ 29.26	$ 0.30	$ -	$ 29.56	$ 61,484.80		004-8310 Water Administration	33%	$ 20,289.98
Trustee 1	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		004-8310 Water Administration	33%	$ 1,650.00
Trustee 2	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		004-8310 Water Administration	33%	$ 1,650.00
Trustee 3	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		004-8310 Water Administration	33%	$ 1,650.00
Trustee 4	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		004-8310 Water Administration	33%	$ 1,650.00
Village Clerk	$ 67,834.08	$ 624.00	$ -	$ 32.91	$ 68,458.08		004-8310 Water Administration	33%	$ 22,591.17
Village Manager	$ 99,360.24	$ 624.00	$ -	$ 48.07	$ 99,984.24		004-8310 Water Administration	33%	$ 32,994.80
Village Treasurer	$ 67,834.08	$ 416.00	$ -	$ 32.81	$ 68,250.08		004-8310 Water Administration	33%	$ 22,522.53
							004-8310-0101-0000 QTR 1 OT		$ 250.00
							004-8310-0102-0000 QTR 2 OT		$ 250.00
							004-8310-0103-0000 QTR 3 OT		$ 250.00
							004-8310-0104-0000 QTR 4 OT		$ 250.00
							004-8310 Water Administration	**Total**	**$ 187,360.93**

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
							004-8310 Water Administration OT	**Total**	**$ 1,000.00**
004-8320 Source of Supply, Power & Pumping									
DPW Supervisor 4	$ 30.62	$ 0.60	$ 5.50	$ 36.72	$ 76,377.60		004-8320 Source of Supply, Power & Pumping	10%	$ 7,637.76
Chief WWTPO	$ 93,990.85	$ 3,078.40	$ -	$ 46.67	$ 97,069.25		004-8320 Source of Supply, Power & Pumping	40%	$ 38,827.70
DPW Supervisor 2	$ 30.62	$ 0.95	$ 6.50	$ 38.07	$ 79,185.60		004-8320 Source of Supply, Power & Pumping	20%	$ 15,837.12
MEO 1	$ 26.12	$ 0.20	$ 1.50	$ 27.82	$ 57,865.60		004-8320 Source of Supply, Power & Pumping	5%	$ 2,893.28
MEO 2	$ 26.12	$ 0.35	$ 2.50	$ 28.97	$ 60,257.60		004-8320 Source of Supply, Power & Pumping	5%	$ 3,012.88
MEO 3	$ 26.12	$ 0.35	$ 1.00	$ 27.47	$ 57,137.60		004-8320 Source of Supply, Power & Pumping	10%	$ 5,713.76
MEO 4	$ 26.12	$ 0.20	$ 1.00	$ 27.32	$ 56,825.60		004-8320 Source of Supply, Power & Pumping	10%	$ 5,682.56
W/WW Maint. Helper	$ 24.53	$ 0.15	$ -	$ 24.68	$ 51,334.40		004-8320 Source of Supply, Power & Pumping	10%	$ 5,133.44
W/WW Maint. Worker 2	$ 26.27	$ -	$ -	$ 26.27	$ 54,641.60		004-8320 Source of Supply, Power & Pumping	10%	$ 5,464.16
W/WW TPO 1	$ 28.00	$ -	$ -	$ 28.00	$ 58,240.00		004-8320 Source of Supply, Power & Pumping	15%	$ 8,736.00
W/WW TPO 2	$ 28.33	$ 0.70	$ 5.25	$ 34.28	$ 71,302.40		004-8320 Source of Supply, Power & Pumping	20%	$ 14,260.48
W/WW TPO 3	$ 28.33	$ 0.30	$ 1.25	$ 29.88	$ 62,150.40		004-8320 Source of Supply, Power & Pumping	20%	$ 12,430.08
W/WWTPO TRAINEE	$ 27.24	$ 0.10	$ -	$ 27.34	$ 56,867.20		004-8320 Source of Supply, Power & Pumping	10%	$ 5,686.72
							004-8320-0101-0000 QTR 1 OT		$ 2,200.00
							004-8320-0102-0000 QTR 2 OT		$ 2,200.00
							004-8320-0103-0000 QTR 3 OT		$ 4,000.00
							004-8320-0104-0000 QTR 4 OT		$ 2,200.00
							004-8320 Source of Supply, Power & Pumping	**Total**	**$ 131,315.94**
							004-8320 Source of Supply, Power & Pumping OT	**Total**	**$ 10,600.00**

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
004-8340 Transmission & Distribution									
DPW Supervisor 1	$ 30.50	$ 0.65	$ 1.50	$ 32.65	$ 67,912.00		004-8340 Transmission & Distribution	5%	$ 3,395.60
DPW Supervisor 3	$ 30.62	$ 1.24	$ 1.50	$ 33.36	$ 69,388.80		004-8340 Transmission & Distribution	10%	$ 6,938.88
DPW Supervisor 4	$ 30.62	$ 0.60	$ 5.50	$ 36.72	$ 76,377.60		004-8340 Transmission & Distribution	40%	$ 30,551.04
HEO 1	$ 27.43	$ 0.35	$ 1.50	$ 29.28	$ 60,902.40		004-8340 Transmission & Distribution	5%	$ 3,045.12
HEO 3	$ 27.43	$ 1.54	$ 2.50	$ 31.47	$ 65,457.60		004-8340 Transmission & Distribution	20%	$ 13,091.52
HEO 6	$ 27.43	$ 0.90	$ 2.75	$ 31.08	$ 64,646.40		004-8340 Transmission & Distribution	43%	$ 27,797.95
HEO 7	$ 27.24	$ 0.30	$ 4.50	$ 32.04	$ 66,643.20		004-8340 Transmission & Distribution	48%	$ 31,988.74
HEO 8	$ 27.43	$ 2.08	$ 3.25	$ 32.76	$ 68,140.80		004-8340 Transmission & Distribution	45%	$ 30,663.36
HEO 9	$ 27.35	$ 0.15	$ -	$ 27.50	$ 57,200.00		004-8340 Transmission & Distribution	10%	$ 5,720.00
W/WW Maint. Helper	$ 24.53	$ 0.15	$ -	$ 24.68	$ 51,334.40		004-8340 Transmission & Distribution	40%	$ 20,533.76
W/WW Maint. Worker 1	$ 26.27	$ -	$ -	$ 26.27	$ 54,641.60		004-8340 Transmission & Distribution	48%	$ 26,227.97
W/WW Maint. Worker 2	$ 26.27	$ -	$ -	$ 26.27	$ 54,641.60		004-8340 Transmission & Distribution	40%	$ 21,856.64
W/WW TPO 1	$ 28.00	$ -	$ -	$ 28.00	$ 58,240.00		004-8340 Transmission & Distribution	42%	$ 24,460.80
W/WWTPO TRAINEE	$ 27.24	$ 0.10	$ -	$ 27.34	$ 56,867.20		004-8340 Transmission & Distribution	40%	$ 22,746.88
							004-8340-0101-0000 QTR 1 OT		$ 6,500.00
							004-8340-0102-0000 QTR 2 OT		$ 6,500.00
							004-8340-0103-0000 QTR 3 OT		$ 10,000.00
							004-8340-0104-0000 QTR 4 OT		$ 6,500.00
							004-8340 Transmission & Distribution	**Total**	**$ 269,018.26**
							004-8340 Transmission & Distribution OT	**Total**	**$ 29,500.00**
							WATER FUND OT	**Total**	**$ 43,200.00**
							WATER FUND STRAIGHT PAY	**Total**	**$ 653,050.39**
							WATER FUND	**Total**	**$ 696,250.39**
SEWER FUND									
005-1640 Central Garage									
Head Mechanic	$ 31.09	$ 3.46	$ 1.00	$ 35.55	$ 73,944.00		005-1640 Central Garage Maint	32%	$ 23,662.08
Mechanic 1	$ 26.98	$ 0.20	$ 1.75	$ 28.93	$ 60,174.40		005-1640 Central Garage Maint	32%	$ 19,255.81
Mechanic 2	$ 26.98	$ 1.48	$ 3.75	$ 32.21	$ 66,996.80		005-1640 Central Garage Maint	32%	$ 21,438.98
							005-1640-0101-0000 QTR 1 OT		$ 500.00
							005-1640-0102-0000 QTR 2 OT		$ 500.00
							005-1640-0103-0000 QTR 3 OT		$ 1,000.00
							005-1640-0104-0000 QTR 4 OT		$ 500.00
							005-1640 Central Garage	**Total**	**$ 64,356.86**
							005-1640 Central Garage OT	**Total**	**$ 2,500.00**
005-8110 Sewer Administration									
Account Clerk	$ 26.88	$ 0.15	$ -	$ 27.03	$ 56,222.40		005-8110 Sewer Administration	33%	$ 18,553.39
Adm. Assistant	$ 28.33	$ 0.25	$ -	$ 28.58	$ 59,446.40		005-8110 Sewer Administration	5%	$ 2,972.32
Com. Dev. Director	$ 83,232.00	$ 312.00	$ -	$ 40.17	$ 83,544.00		005-8110 Sewer Administration	5%	$ 4,177.20
Deputy Clerk/Treasurer	$ 58,366.44	$ 520.00	$ -	$ 28.31	$ 58,886.44		005-8110 Sewer Administration	33%	$ 19,432.52
DPW Superintendent	$ 99,855.55	$ 2,953.60	$ -	$ 49.43	$ 102,809.15		005-8110 Sewer Administration	33%	$ 33,927.02
Mayor	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00		005-8110 Sewer Administration	33%	$ 3,300.00
Principal Account Clerk	$ 29.26	$ 0.30	$ -	$ 29.56	$ 61,484.80		005-8110 Sewer Administration	33%	$ 20,289.98
Trustee 1	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		005-8110 Sewer Administration	33%	$ 1,650.00

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
Trustee 2	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		005-8110 Sewer Administration	33%	$ 1,650.00
Trustee 3	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		005-8110 Sewer Administration	33%	$ 1,650.00
Trustee 4	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00		005-8110 Sewer Administration	33%	$ 1,650.00
Village Clerk	$ 67,834.08	$ 624.00	$ -	$ 32.91	$ 68,458.08		005-8110 Sewer Administration	33%	$ 22,591.17
Village Manager	$ 99,360.24	$ 624.00	$ -	$ 48.07	$ 99,984.24		005-8110 Sewer Administration	33%	$ 32,994.80
Village Treasurer	$ 67,834.08	$ 416.00	$ -	$ 32.81	$ 68,250.08		005-8110 Sewer Administration	33%	$ 22,522.53
							005-8110-0101-0000 QTR 1 OT		$ 300.00
							005-8110-0102-0000 QTR 2 OT		$ 300.00
							005-8110-0103-0000 QTR 3 OT		$ 300.00
							005-8110-0104-0000 QTR 4 OT		$ 300.00
							005-8110 Sewer Administration	**Total**	**$ 187,360.93**
							005-8110 Sewer Administration OT	**Total**	**$ 1,200.00**
005-8120 Sanitary Sewers									
Chief WWTPO	$ 93,990.85	$ 3,078.40	$ -	$ 46.67	$ 97,069.25		005-8120 Sanitary Sewers	20%	$ 19,413.85
DPW Supervisor 1	$ 30.50	$ 0.65	$ 1.50	$ 32.65	$ 67,912.00		005-8120 Sanitary Sewers	5%	$ 3,395.60
DPW Supervisor 2	$ 30.62	$ 0.80	$ 6.50	$ 37.92	$ 78,873.60		005-8120 Sanitary Sewers	5%	$ 3,943.68
DPW Supervisor 3	$ 30.62	$ 1.24	$ 1.50	$ 33.36	$ 69,388.80		005-8120 Sanitary Sewers	10%	$ 6,938.88
DPW Supervisor 4	$ 30.62	$ 0.60	$ 5.50	$ 36.72	$ 76,377.60		005-8120 Sanitary Sewers	40%	$ 30,551.04
HEO 1	$ 27.43	$ 0.35	$ 1.50	$ 29.28	$ 60,902.40		005-8120 Sanitary Sewers	5%	$ 3,045.12
HEO 3	$ 27.43	$ 1.54	$ 2.50	$ 31.47	$ 65,457.60		005-8120 Sanitary Sewers	10%	$ 6,545.76
HEO 6	$ 27.43	$ 0.90	$ 2.75	$ 31.08	$ 64,646.40		005-8120 Sanitary Sewers	47%	$ 30,383.81
HEO 7	$ 27.24	$ 0.30	$ 4.50	$ 32.04	$ 66,643.20		005-8120 Sanitary Sewers	47%	$ 31,322.30
HEO 8	$ 27.43	$ 2.08	$ 3.25	$ 32.76	$ 68,140.80		005-8120 Sanitary Sewers	45%	$ 30,663.36
HEO 9	$ 27.35	$ 0.15	$ -	$ 27.50	$ 57,200.00		005-8120 Sanitary Sewers	10%	$ 5,720.00
MEO 1	$ 26.12	$ 0.20	$ 1.50	$ 27.82	$ 57,865.60		005-8120 Sanitary Sewers	5%	$ 2,893.28
MEO 2	$ 26.12	$ 0.35	$ 2.50	$ 28.97	$ 60,257.60		005-8120 Sanitary Sewers	5%	$ 3,012.88
MEO 3	$ 26.12	$ 0.35	$ 1.00	$ 27.47	$ 57,137.60		005-8120 Sanitary Sewers	10%	$ 5,713.76
MEO 4	$ 26.12	$ 0.20	$ 1.00	$ 27.32	$ 56,825.60		005-8120 Sanitary Sewers	10%	$ 5,682.56
W/WW Maint. Helper	$ 24.53	$ 0.15	$ -	$ 24.68	$ 51,334.40		005-8120 Sanitary Sewers	40%	$ 20,533.76
W/WW Maint. Worker 1	$ 26.27	$ -	$ -	$ 26.27	$ 54,641.60		005-8120 Sanitary Sewers	47%	$ 25,681.55
W/WW Maint. Worker 2	$ 26.27	$ -	$ -	$ 26.27	$ 54,641.60		005-8120 Sanitary Sewers	40%	$ 21,856.64
W/WWTPO 2	$ 28.33	$ 0.70	$ 5.25	$ 34.28	$ 71,302.40		005-8120 Sanitary Sewers	5%	$ 3,565.12
W/WWTPO 3	$ 28.33	$ 0.30	$ 1.25	$ 29.88	$ 62,150.40		005-8120 Sanitary Sewers	5%	$ 3,107.52
							005-8120-0101-0000 QTR 1 OT		$ 6,000.00
							005-8120-0102-0000 QTR 2 OT		$ 5,500.00
							005-8120-0103-0000 QTR 3 OT		$ 9,000.00
							005-8120-0104-0000 QTR 4 OT		$ 5,500.00
							005-8120 Sanitary Sewers	**Total**	**$ 263,970.47**
							005-8120 Sanitary Sewers OT	**Total**	**$ 26,000.00**
005-8130 Sewage Treatment & Disposal									
Chief WWTPO	$ 93,990.85	$ 3,078.40	$ -	$ 46.67	$ 97,069.25		005-8130 Sewage Treatment & Disposal	40%	$ 38,827.70
DPW Supervisor 2	$ 30.62	$ 0.80	$ 6.50	$ 37.92	$ 78,873.60		005-8130 Sewage Treatment & Disposal	75%	$ 59,155.20
W/WW TPO 1	$ 28.00	$ -	$ -	$ 28.00	$ 58,240.00		005-8130 Sewage Treatment & Disposal	43%	$ 25,043.20
W/WW TPO 2	$ 28.33	$ 0.70	$ 5.25	$ 34.28	$ 71,302.40		005-8130 Sewage Treatment & Disposal	75%	$ 53,476.80
W/WW TPO 3	$ 28.33	$ 0.30	$ 1.25	$ 29.88	$ 62,150.40		005-8130 Sewage Treatment & Disposal	75%	$ 46,612.80
W/WWTPO TRAINEE	$ 27.24	$ 0.10	$ -	$ 27.34	$ 56,867.20		005-8130 Sewage Treatment & Disposal	50%	$ 28,433.60

Position	Base Salary/Wage	Long	Licensing	Wage	Final Budget	PD Lieu Pay	Department Account	Percent	Compensation Budget (Regular Pay + OT)
							005-8130-0101-0000 QTR 1 OT		$ 5,500.00
							005-8130-0102-0000 QTR 2 OT		$ 5,500.00
							005-8130-0103-0000 QTR 3 OT		$ 7,500.00
							005-8130-0104-0000 QTR 4 OT		$ 5,000.00
							005-8130 Sewage Treatment & Disposal	**Total**	**$ 251,549.30**
							005-8130 Sewage Treatment & Disposal OT	**Total**	**$ 23,500.00**
							SEWER FUND OT	**Total**	**$ 53,200.00**
							SEWER FUND STRAIGHT PAY	**Total**	**$ 767,237.57**
							SEWER FUND	**Total**	**$ 820,437.57**

TOTAL STRAIGHT PAY	**$ 4,148,595.49**
TOTAL OT	**$ 463,170.00**
GRAND TOTAL	**$ 4,611,765.49**

General Fund Revenues

General Fund Revenues

Budget Detail

Printed 4/24/2026 - 3:04 PM

Budget Type: Proposed
Revision: 1.00
Year: 2027

Account Number	Description	Total	Amount	Description
Fund 001 - GENERAL FUND				
Dept 0000				
Revenue				
001-0000-1001-0000	REAL PROPERTY TAXES	4,687,921.00		
			4,687,921.00	Real Property Taxes
001-0000-1081-0000	OTHER PILOTS	15,150.00		
			4,150.00	Advocate Hostels
			11,000.00	Harrietstown Housing
001-0000-1081-1801	MUNICIPAL SERVICES AGREI	4,071.00		
			4,071.00	Muncipal Services Agreement
001-0000-1089-0000	OTHER TAX ITEMS	582.00		
			582.00	Omitted/Pro Rata Taxes
001-0000-1090-0000	INTEREST/PENALTY ON TAXI	20,000.00		
			20,000.00	Projected
001-0000-1116-0000	Tax on Adult-Use Cannabis	45,000.00		
			45,000.00	Projected
001-0000-1120-0000	NON-PROP TAX BY COUNTY	20,000.00		
			20,000.00	Essex County
001-0000-1130-0000	UTILITY GROSS RECEIPT TAX	40,000.00		
			35,000.00	National Grid
			5,000.00	GRT All Others
001-0000-1170-0000	FRANCHISE TAXES	70,000.00		
			70,000.00	Franchise Fees
001-0000-1520-0000	POLICE FEES	600.00		
			600.00	Fees Collected
001-0000-1520-0211	IMPOUND FEES	3,000.00		

Account Number	Description	Total	Amount	Description
			3,000.00	Impound Fees
001-0000-1520-0212	PARKING TICKETS	5,500.00		
			5,500.00	Parking Tickets
001-0000-1520-0214	POLICE SERVICES FEE	7,500.00		
			7,500.00	Police Service Fees - Harrietstown Housi
001-0000-1603-0000	VITAL STATISTICS FEES	10,000.00		
			10,000.00	Fees
001-0000-1640-0000	AMBULANCE REIMBURSEMI	267,971.00		
			267,971.00	Projected
001-0000-2002-1112	PARKS - USE FEES	2,000.00		
			2,000.00	Park Use Fees
001-0000-2002-1113	PARKS - PISGAH SALES	110,000.00		
			110,000.00	Pisgah Sales
001-0000-2002-1114	PARKS - LOCKER SALES	3,000.00		
			3,000.00	Pisgah Locker Rentals
001-0000-2110-0000	ZONING FEES	500.00		
			500.00	Zoning Fees
001-0000-2110-2111	ZONING FEES.SPECIAL USE P	3,000.00		
			3,000.00	Special Use Permit
001-0000-2110-2112	ZONING FEES.STR PERMIT	24,500.00		
			24,500.00	Fees STR Fees
001-0000-2115-0000	PLANNING BOARD FEES	1,000.00		
			1,000.00	Planning Board Fees - nonSTR
001-0000-2262-0000	FIRE PROTECT OTHER GOVT	570,777.00		
			459,790.00	Harrietstown- Estimated
			74,761.00	North Elba - Estimated
			36,226.00	St. Armand - Estimated
001-0000-2401-0001	INTEREST EARNED RESERVE	35,000.00		
			35,000.00	NYCLASS @ 1.5%
001-0000-2401-1910	INTEREST EARNINGS.INSUR/	1,525.00		
			1,525.00	Interest Earnings - Insurance Reserve
001-0000-2401-2000	INTEREST STREET RESERVE	20,000.00		
			20,000.00	Interest - Street Reserve
001-0000-2401-5410	INTEREST SIDEWALKS RESEI	7,500.00		
			7,500.00	Interest - Sidewalks Reserve
001-0000-2401-6000	INTEREST EQUIP RESERVE	6,200.00		
			6,200.00	Interest - Equip Reserve
001-0000-2401-8000	INTEREST FIRE STATION RES	2,000.00		
			2,000.00	Interest - Fire Station

Account Number	Description	Total		Amount	Description
001-0000-2401-9000	INTEREST FIRE VEHICLE	25,000.00			
				25,000.00	Interest - Fire Vehicle Reserve
001-0000-2401-9011	INTEREST PUBLIC SAFETY F/	70,000.00			
				70,000.00	Interest - Public Safety Facilities Res.
001-0000-2410-0000	RENTAL PROPERTY PRIVATE	5,125.00			
				5,125.00	Tower Leases (NCPR)
001-0000-2410-0033	RENTAL OF REAL PROPERTY	25,500.00			
				25,500.00	SL Hot House
001-0000-2555-0000	BUILDING/ALTERATN PERMI	20,000.00			
				20,000.00	Buildng Permits
001-0000-2560-0000	STREET OPENING PERMIT	18,775.00			
				18,775.00	Street Opening Permit
001-0000-2650-0000	SALE SCRAP/EXCESS MATRL	7,270.00			
				7,270.00	Sale Scrap/Excess Material
001-0000-2665-0000	SALE OF EQUIPMENT	78,240.00			
				78,240.00	Projected
001-0000-2680-0000	INSURANCE RECOVERIES	23,235.00			
				23,235.00	Insurance Recoveries
001-0000-2690-0000	OTHER COMPENSATION FOR	7,000.00			
				7,000.00	Other Compensation for Loss
001-0000-2701-0000	REFND PRIOR YEAR EXPENS	2,555.00			
				2,555.00	Refund Prior Year Expense
001-0000-2705-0000	GIFTS AND DONATIONS	50,000.00			
				50,000.00	Gifts and Donations - FOMP (Bill# 185-2
001-0000-2705-1116	CONCERT SERIES	14,500.00			
				14,500.00	Concert Series
001-0000-2770-0000	UNCLASSIFIED REVENUES	3,000.00			
				3,000.00	Unclassified Revenues
001-0000-3001-0000	STATE AID - PER CAPITA	55,600.00			
				55,600.00	AIM & TMA Related Payments
001-0000-3005-0000	STATE AID MORTGAGE TAX	26,975.00			
				26,975.00	State Aid Mortgage Tax
001-0000-3501-0000	STATE AID CHIPS AID	295,000.00			
				295,000.00	State Aid - CHIPS Aid
		Total Revenue for Dept 0000		6,712,072.00	
		Totals For Fund 001	Revenue Total:	6,712,072.00	

General Fund Appropriations

General Fund Appropriations

Budget Detail

Printed: 4/25/2026 - 7:23 AM

Budget Type: Proposed

Revision: 1.00

Year: 2027

Account Number	Description	Total	Amount	Description
Fund 001 - GENERAL FUND				
Dept 1010				
Expense				
001-1010-0100-0000	BOARD REGULAR PAY	6,800.00		
			1,700.00	Trustee 2 34%
			1,700.00	Trustee 1 34%
			1,700.00	Trustee 3 34%
			1,700.00	Trustee 4 34%
001-1010-0400-0000	BOARD SERVICES	475.00		
			475.00	General
001-1010-0401-0000	BOARD SUPPLIES	825.00		
			825.00	Board Supplies
001-1010-0406-0000	BOARD TRAV/TRAIN	1,500.00		
			1,500.00	NYCOM
		Total Expense for Dept 1010	9,600.00	
Dept 1210				
Expense				
001-1210-0100-0000	MAYOR REGULAR PAY	3,400.00		
			3,400.00	Mayor 34%
001-1210-0400-0000	MAYOR SERVICES	500.00		
			500.00	Mayor Services
001-1210-0401-0000	MAYOR SUPPLIES	250.00		
			250.00	Mayor Supplies
001-1210-0406-0000	MAYOR TRAV/TRAIN	600.00		
			600.00	Mayor Trav/Train

Account Number	Description	Total	Amount	Description
		Total Expense for Dept 1210	4,750.00	
Dept 1230				
Expense				
001-1230-0100-0000	MANAGER REG PAY	33,995.00		
			33,994.64	Base Pay 34%
001-1230-0400-0000	MANAGER SERVICES	375.00		
			375.00	Manager Services
001-1230-0401-0000	MANAGER SUPPLIES	300.00		
			300.00	Manager Supplies
001-1230-0402-0000	MANAGER TELEPHONE	500.00		
			500.00	Manager Telephone
001-1230-0406-0000	MANAGER TRAV/TRAIN	1,500.00		
			1,500.00	NYCOM
001-1230-0409-0000	MANAGER VEHIC GAS	250.00		
			250.00	Manager Vehicle Gas
		Total Expense for Dept 1230	36,919.64	
Dept 1320				
Expense				
001-1320-0400-0000	AUDITING SERVICES	22,000.00		
			500.00	Non Audit services 34%
			21,500.00	Independent Audit 34%
		Total Expense for Dept 1320	22,000.00	
Dept 1325				
Expense				
001-1325-0100-0000	TREASURER REG PAY	23,205.00		
			23,205.03	Base Pay 34%
001-1325-0400-0000	TREASURER SERVICES	400.00		
			400.00	Treasurer Services
001-1325-0401-0000	TREASURER SUPPLIES	300.00		
			300.00	Treasurer Supplies
001-1325-0402-0000	TREASURER PHONE	500.00		
			500.00	Treasurer Phone
001-1325-0406-0000	TREASURER TRAV/TRAIN	2,500.00		
			500.00	Other

Account Number	Description	Total	Amount	Description
			1,000.00	NYCOM
			1,000.00	GFOA
		Total Expense for Dept 1325	26,905.03	
Dept 1380				
Expense				
001-1380-0400-0000	FISCAL AGENT SERVICES	2,500.00		
			2,500.00	Fiscal Agent 34%
		Total Expense for Dept 1380	2,500.00	
Dept 1410				
Expense				
001-1410-0100-0000	CLERK PAYROLL REGULAR	23,276.00		
			23,275.75	Base Pay 34%
001-1410-0400-0000	CLERK SERVICES	6,800.00		
			6,000.00	General Code & Maplink
			500.00	Public Notices
			300.00	Other
001-1410-0401-0000	CLERK SUPPLIES	1,500.00		
			1,500.00	Clerk Supplies
001-1410-0406-0000	CLERK TRAV/TRAIN	1,000.00		
			1,000.00	Clerk Trav/Train
		Total Expense for Dept 1410	32,575.75	
Dept 1420				
Expense				
001-1420-0400-0000	LEGAL SERVICES	38,670.00		
			8,670.00	Labor Attorney Retainer 34%
			13,600.00	Village Attorney 34%
			15,000.00	Legal Matters - Miscellaneous
			1,400.00	Deeds, Liens, Recording Fees 34%
		Total Expense for Dept 1420	38,670.00	
Dept 1440				
Expense				
001-1440-0400-0000	ENGIN/SURVY SERVICES	37,700.00		

Account Number	Description	Total	Amount	Description
			2,500.00	DPW Facility monitoring
			21,700.00	Environmental Monitoring
			2,500.00	Engineering work - Non Capital Proj.
			9,000.00	Landfill SWPPP monitoring
			2,000.00	Survey Work - Non Capital Proj.
		Total Expense for Dept 1440	37,700.00	
Dept 1460				
Expense				
001-1460-0400-0000	RECORDS MGMT SERVICES	1,000.00		
			1,000.00	Records MGMT Services
001-1460-0401-0000	RECORDS MGMT SUPPLIES	500.00		
			500.00	Records MGMT Supplies
		Total Expense for Dept 1460	1,500.00	
Dept 1490				
Expense				
001-1490-0100-0000	PUBWRK ADMIN REG PAY	34,955.00		
			34,955.11	DPW Superintendent 34%
001-1490-0400-0000	PUBWRK ADMIN SERVICES	300.00		
			100.00	Dues - Fran. Cnt. Town Super. Assist.
			100.00	Miscelaneous
			100.00	Highway Superintendent Dues
001-1490-0401-0000	PUBWRK ADMIN SUPPLIES	1,500.00		
			1,500.00	Technology Upgrades
001-1490-0402-0000	PUBWRK ADMIN PHONE	1,280.00		
			480.00	Phone - Cell 34%
			800.00	Phones - Regular 34%
001-1490-0408-0000	PUBWRK ADMIN VEHIC MAI	500.00		
			500.00	Regular
		Total Expense for Dept 1490	38,535.11	
Dept 1610				
Expense				
001-1610-0100-0000	CENTRAL OFFICE REG PAY	60,042.00		
			20,904.83	Principal Account Clerk 34%
			19,115.62	Account Clerk 34%

Account Number	Description	Total	Amount	Description
			20,021.39	Deputy Clerk/Treas 34%
001-1610-0101-0000	CENTRAL OT 1ST QTR	250.00		
			250.00	Projected
001-1610-0102-0000	CENTRAL O/T 2ND QTR	250.00		
			250.00	Projected
001-1610-0103-0000	CENTRAL O/T 3RD QTR	250.00		
			250.00	Projected
001-1610-0104-0000	CENTRAL O/T 4TH QTR	250.00		
			250.00	Projected
001-1610-0200-0000	CENTRAL OFFICE EQUIP	1,030.00		
			1,030.00	Furniture and Fixtures 34%
001-1610-0400-0000	CENTRAL OFFICE SERVICES	9,927.00		
			620.00	Postage Meter Rental Agrment 34%
			900.00	Website Hosting/Support 34%
			420.00	Zoom 34%
			272.00	Clothing Allowance - Union Contract
			930.00	HSA Aministration 34%
			960.00	Internet Service 34%
			3,090.00	Gen Admin Services 34%
			1,500.00	Misellaneous
			1,235.00	Copier Lease 34%
001-1610-0401-0000	CENTRAL OFFICE SUPPLIES	3,000.00		
			3,000.00	Central Office Supplies
001-1610-0402-0000	TELEPHONE/CELLPHONE	2,700.00		
			2,700.00	Phones - Regular 34%
001-1610-0406-0000	CENTRAL OFFICE TRAV/TRAI	500.00		
			500.00	Central Office Trav/Train
001-1610-0408-0000	CENTRAL OFFICE VEH MAIN	500.00		
			500.00	Regular
001-1610-0418-0000	OFFICE RENT	14,940.00		
			14,940.00	Harrietstown office lease 34%
		Total Expense for Dept 1610	93,638.84	
Dept 1620				
Expense				
001-1620-0400-0000	MAIN OFFICE BLDG SERVICE	7,780.00		
			3,500.00	Service Agreements
			1,000.00	General

Account Number	Description	Total	Amount	Description
			2,400.00	Security Surveillance Subscription
			330.00	SPEDS Permit
			550.00	Fuel Tank Testing
001-1620-0401-0000	MAIN OFFICE BLDG SUPPLIE	500.00		
			500.00	Main Office Building Supplies
001-1620-0403-0000	MAIN OFFICE ELECTRICITY	20,000.00		
			20,000.00	Projected
001-1620-0404-0000	MAIN OFFICE HEAT FUEL OII	10,000.00		
			10,000.00	Projected
001-1620-0407-0000	MAIN OFFICE BLDG MAINT	15,000.00		
			5,000.00	Other
			10,000.00	Services for HVAC system
		Total Expense for Dept 1620	53,280.00	
Dept 1640				
Expense				
001-1640-0100-0000	MECHANICS REGULAR PAY	67,398.00		
			22,108.94	Mechanic 2 (31%)
			25,431.12	Head Mechanic (31%)
			19,857.55	Mechanic 1 (31%)
001-1640-0101-0000	MECHANICS O/T 1ST QTR	1,000.00		
			1,000.00	Projected (34%)
001-1640-0102-0000	MECHANICS O/T 2ND QTR	1,000.00		
			1,000.00	Projected (34%)
001-1640-0103-0000	MECHANICS O/T 3RD QTR	1,500.00		
			1,500.00	Projected (34%)
001-1640-0104-0000	MECHANICS O/T 4TH QTR	1,000.00		
			1,000.00	Projected (34%)
001-1640-0400-0000	MECHANICS SERVICES	5,046.00		
			340.00	Welding Supplies 34%
			340.00	Annual Service Waste & Fuel Oil furnace
			102.00	Lease Tanks Haun Welding 34%
			490.00	Uniforms Cleaning Services 34%
			748.00	Yearly Support Fee OBDII Scan Tool
			255.00	Yearly Fire Extinguisher Inspection
			306.00	Boots
			119.00	Fire Alarm Service & Inspection 34%

Account Number	Description	Total	Amount	Description
			306.00	Vehicle Lift Inspect 34%
			340.00	Monthly Monitor Alarms Fee 34%
			1,190.00	Annual Oil & Water Separator 34%
			510.00	Parts Cleared Service 34%
001-1640-0401-0000	MECHANICS SUPPLIES	4,182.00		
			204.00	Boot Allowance
			3,910.00	Small Parts, Fittings, ETC 34%
			68.00	First Aid Supply 34%
001-1640-0402-0000	MECHANICS TELEPHONE	955.00		
			180.00	Phone - Cell 34%
			775.00	Phones-Regular 34%
001-1640-0403-0000	MECHANICS ELECTRICITY	500.00		
			500.00	Projected
001-1640-0404-0000	MECHANICS HEAT FUEL OIL	3,000.00		
			3,000.00	Projected
001-1640-0406-0000	MECHANICS TRAV/TRAIN	510.00		
			510.00	Mechanics Trav/Train
001-1640-0407-0000	MECHANICS BLDG MAINT	10,000.00		
			10,000.00	Building Upgrades - Diesel Tank Roof
001-1640-0408-0000	MECHANICS VEHICLE MAIN	500.00		
			500.00	Regular 34%
001-1640-0409-0000	MECHANICS VEHICLE GAS	1,190.00		
			1,190.00	Projected 34%
001-1640-0410-0000	MECHANICS EQUIP MAINT	515.00		
			515.00	Regular 34%
		Total Expense for Dept 1640	98,295.61	
Dept 1680				
Expense				
001-1680-0200-0000	DATA PROC EQUIPMENT	4,000.00		
			4,000.00	Hardware Update and Maintenance
001-1680-0400-0000	DATA PROC SERVICES	29,625.00		
			2,500.00	34% Other contractual
			10,057.27	34% Accounting Software - Cirrus
			306.00	Diamond GIS Maps 34%
			16,762.00	34% IT Support

Account Number	Description	Total	Amount	Description
		Total Expense for Dept 1680	33,625.27	
Dept 1910				
Expense				
001-1910-0405-0000	INSURANCE COVERAGES	61,050.00		
			61,050.00	Projected
		Total Expense for Dept 1910	61,050.00	
Dept 1920				
Expense				
001-1920-0400-0000	MUNICIPAL DUES SERVICES	3,175.00		
			100.00	ADK Association of Towns and Villages
			500.00	Chamber Dues
			2,575.00	NYCOM Dues
		Total Expense for Dept 1920	3,175.00	
Dept 1940				
Expense				
001-1940-0400-0000	PURCH LAND/RIGHTOWAY SI	10,000.00		
			10,000.00	Regular
		Total Expense for Dept 1940	10,000.00	
Dept 1950				
Expense				
001-1950-0400-0000	TAX ON MUNICIPAL PROP SE	11,504.00		
			2.00	Mckenzie Pond Landfill - Town 34%
			4,000.00	3 Main - School Tax
			5,000.00	3 Main Village Tax
			2,500.00	3 Main - Town/County Tax
			2.00	Mckenzie Pond Landfill - School 34%
		Total Expense for Dept 1950	11,504.00	
Dept 1989				
Expense				
001-1989-0403-0000	MUNICIPAL BUILDING ELECT	1,325.00		
			1,325.00	Projected

Account Number	Description	Total	Amount	Description
001-1989-0404-0000	MUNICIPAL BUILDING FUEL	3,000.00		
			3,000.00	Projected
001-1989-0407-0000	MUNICIPAL BUILDING MAIN	2,500.00		
			2,500.00	Regular
		Total Expense for Dept 1989	6,825.00	
Dept 1990				
Expense				
001-1990-0400-0000	CONTINGENCY ACCOUNT	141,000.00		
			48,000.00	Employee Vacation Buyout
			10,000.00	Wage Increases
			83,000.00	Annual Contigency
		Total Expense for Dept 1990	141,000.00	
Dept 3120				
Expense				
001-3120-0100-0000	POLICE REGULAR PAY	917,049.00		
			51,670.00	Officer 1
			72,535.00	Sergeant 4
			71,170.00	Sergeant 3
			38,639.00	Officer 8
			71,320.00	Sergeant 2
			46,220.52	Lieu days/sick/other
			53,544.00	Officer 5
			60,450.00	Officer 3
			49,863.00	Officer 4
			106,351.93	Chief
			57,574.40	Administrative Aide 1 (100%)
			71,995.00	Sergeant 1
			57,507.00	Officer 2
			60,090.00	Officer 6
			48,119.00	Officer 7
001-3120-0101-0000	POLICE O/T PAY 1ST QTR	30,000.00		
			30,000.00	Projected
001-3120-0102-0000	POLICE O/T PAY 2ND QTR	30,000.00		
			30,000.00	Projected
001-3120-0103-0000	POLICE O/T PAY 3RD QTR	30,000.00		

Account Number	Description	Total	Amount	Description
			30,000.00	Projected
001-3120-0104-0000	POLICE O/T PAY 4TH QTR	30,000.00		
			30,000.00	Projected
001-3120-0200-0000	POLICE EQUIPMENT	55,000.00		
			15,000.00	Equipment Upgrades
			40,000.00	Police Vehicle
001-3120-0400-0000	POLICE SERVICES	63,200.00		
			3,600.00	Dry Cleaning
			14,400.00	Cleaning Services
			1,350.00	Copier Lease & Annual Maintenance
			2,500.00	Physicals
			5,000.00	Arbitration/Legal
			1,200.00	Towing - Non Recoverable
			34,750.00	Software Subscription and Maintenance
			400.00	Clothing Allowance - Admin Aide
001-3120-0400-0030	POLICE COMM OUTREACH	1,500.00		
			1,500.00	School/Public/Senerion Awareness
001-3120-0401-0000	POLICE SUPPLIES	21,300.00		
			1,000.00	Taser Replacement Carts/Batteries
			3,500.00	Ammunition
			7,800.00	Uniform Allowance
			1,000.00	Office Supplies
			8,000.00	New Officer Uniform
001-3120-0402-0000	POLICE TELEPHONE	7,650.00		
			4,300.00	Phones - Regular
			3,350.00	Phones - Cell & Vehicle Air Cards
001-3120-0403-0000	POLICE ELECTRICITY	3,000.00		
			3,000.00	Projected
001-3120-0404-0000	POLICE HEAT FUEL OIL	10,000.00		
			10,000.00	Projected
001-3120-0405-0000	POLICE INSURANCE	55,500.00		
			55,500.00	Liability & Umbrella - Projected
001-3120-0406-0000	POLICE TRAV/TRAIN	16,500.00		
			3,000.00	Recert/Cont ED Training
			1,500.00	Psych Exams for New Hires
			12,000.00	New Officer Training
001-3120-0407-0000	POLICE BLDG MAINT	2,500.00		
			2,500.00	Regular

Account Number	Description	Total		Amount	Description
001-3120-0408-0000	POLICE VEHICLE MAINT	12,000.00			
				12,000.00	Regular
001-3120-0409-0000	POLICE GASOLINE	25,000.00			
				25,000.00	Projected
001-3120-0410-0000	POLICE EQUIP MAINT	3,000.00			
				3,000.00	Regular
001-3120-0810-0000	POLICE STATE RETIREMENT	293,068.00			
				293,068.00	Projected
001-3120-0830-0000	POLICE SOCIAL SECURITY	80,600.00			
				80,600.29	Projected
001-3120-0840-0000	POLICE WORKERS COMP INS	17,142.00			
				17,142.16	Regular
001-3120-0845-0000	POLICE LIFE INSURANCE	500.00			
				500.00	Regular
001-3120-0860-0000	POLICE HOSP/MEDICAL INS	257,605.00			
				206,605.14	Health Insurance
				51,000.00	HRA Contribution
001-3120-0870-0000	POLICE DENTAL INSURANCE	3,230.00			
				3,230.00	Regular
			Total Expense for Dept 3120	1,965,344.44	
Dept 3410					
Expense					
001-3410-0100-0000	FIRE DEPT REG PAY	366,457.00			
				68,912.69	Fire Driver 1
				68,666.69	Fire Driver 3
				68,666.69	Fire Driver 4
				2,311.92	Head Mechanic - 3%
				2,009.90	Mechanic 2 - 3%
				1,805.23	Mechanic 1 - 3%
				77,395.84	Head Fire Driver
				7,254.97	VAC/SICK Incentives
				69,433.09	Fire Driver 2
001-3410-0101-0000	FIRE DEPT O/T 1ST QTR	40,800.00			
				40,800.00	Projected
001-3410-0102-0000	FIRE DEPT O/T 2ND QTR	40,800.00			
				40,800.00	Projected
001-3410-0103-0000	FIRE DEPT O/T 3RD QTR	40,800.00			

Account Number	Description	Total	Amount	Description
			40,800.00	Projected
001-3410-0104-0000	FIRE DEPT O/T 4TH QTR	40,800.00		
			40,800.00	Projected
001-3410-0200-0000	FIRE EQUIPMENT	10,000.00		
			10,000.00	Equipment Upgrades
001-3410-0400-0000	FIRE SERVICES	26,700.00		
			2,800.00	Air Compressor Service
			800.00	Workm Comp. Required Testing
			1,900.00	Air Pack (SCBA) Inspection
			3,650.00	Clothing Allowance - Union Contract
			1,450.00	Extrication tool Service
			4,000.00	Service Pumps
			1,900.00	Fire Pump Testing
			6,000.00	Hose Testing
			1,400.00	Portable Radio Repair
			600.00	Bed Bug Protection
			1,000.00	Recorder Maintenance
			200.00	Fire Alarm Inspection
			1,000.00	Physicals
001-3410-0401-0000	FIRE SUPPLIES	45,000.00		
			35,000.00	Personal Protective Equipment (Turnout (
			5,000.00	Drivers Gear
			5,000.00	Misc Supplies
001-3410-0401-3410	FIRE VOLUNTEER CONTRIB	92,200.00		
			92,200.00	Regular
001-3410-0402-0000	FIRE TELEPHONE	4,800.00		
			4,800.00	Phones - Regular
001-3410-0403-0000	FIRE ELECTRICITY	7,675.00		
			7,675.00	Projected
001-3410-0404-0000	FIRE HEAT FUEL OIL	12,500.00		
			12,500.00	Projected
001-3410-0405-0000	FIRE INSURANCE	21,645.00		
			21,645.00	Projected
001-3410-0406-0000	FIRE TRAV/TRAIN	1,000.00		
			1,000.00	Regular
001-3410-0407-0000	FIRE BUILDING MAINT	2,000.00		
			2,000.00	Regular
001-3410-0408-0000	FIRE VEHICLE MAINT	22,900.00		

Account Number	Description	Total	Amount	Description
			800.00	Ladder Testing
			20,000.00	Regular
			2,100.00	Aerial Inspection
001-3410-0409-0000	FIRE VEHICLE GAS	6,250.00		
			6,250.00	Projected
001-3410-0410-0000	FIRE EQUIPMENT MAINT	5,000.00		
			5,000.00	Regular
001-3410-0810-0000	FIRE STATE RETIREMENT	68,936.00		
			68,935.86	Projected
001-3410-0830-0000	FIRE SOCIAL SECURITY	37,650.00		
			37,650.10	Projected
001-3410-0840-0000	FIRE WORKERS COMP INS	5,932.00		
			5,931.69	Regular
001-3410-0845-0000	FIRE LIFE INSURANCE	312.00		
			312.00	Regular
001-3410-0860-0000	FIRE HOSP/MEDI INS	101,879.00		
			31,920.00	HSA Contribution
			69,958.55	Health Inaurance
		Total Expense for Dept 3410	1,002,035.22	
Dept 3510				
Expense				
001-3510-0400-0000	ANIMAL CONTROL SERVICES	8,140.00		
			8,139.60	Per Contract
		Total Expense for Dept 3510	8,139.60	
Dept 3620				
Expense				
001-3620-0100-0000	CODE ENFRC REGULAR PAY	85,311.00		
			11,889.28	Admin Asst. (20%)
			8,354.40	Comm. Dev. Director (10%)
			65,067.32	Code Enforcement Officer (100%)
001-3620-0101-0000	CODE ENFRC O/T 1ST QTR	130.00		
			130.00	Projected
001-3620-0102-0000	PAYROLL O/T 2ND QTR	130.00		
			130.00	Projected
001-3620-0103-0000	PAYROLL O/T 3RD QTR	130.00		
			130.00	Projected

Account Number	Description	Total	Amount	Description
001-3620-0104-0000	PAYROLL O/T 4TH QTR	130.00		
			130.00	Projected
001-3620-0400-0000	CODE ENFRC SERVICES	7,460.00		
			5,000.00	Legal Services
			1,500.00	BAS (IPS) annual maintenance 50%
			700.00	NFPA Link - Fire Code Subscription
			160.00	Clothing Allowance - Union Contract
			100.00	Public Notices
001-3620-0401-0000	CODE ENFRC SUPPLIES	500.00		
			500.00	Miscellaneous
001-3620-0402-0000	CODE ENFRC PHONE	500.00		
			500.00	Cell phone
001-3620-0406-0000	CODE ENFRC TRAV/TRAIN	3,000.00		
			2,000.00	C.A.T.S. Home Inspection School
			500.00	Other Code Training
			500.00	Northern ADK Conference - Code
001-3620-0408-0000	CODE ENFRC VEHIC MAINT	600.00		
			600.00	Regular
001-3620-0409-0000	CODE ENFRC VEHICLE GAS	700.00		
			700.00	Projected
		Total Expense for Dept 3620	98,591.00	
Dept 3625				
Expense				
001-3625-0400-0000	SL AMBULANCE SERVICE	61,797.00		
			61,797.00	Contractual Agreement - EMS
		Total Expense for Dept 3625	61,797.00	
Dept 4010				
Expense				
001-4010-0400-0000	PUBLIC HEALTH SERVICES	1,000.00		
			1,000.00	Public Health Services
		Total Expense for Dept 4010	1,000.00	
Dept 4020				
Expense				
001-4020-0400-0000	REGISTRAR SERVICES	6,500.00		

Account Number	Description	Total	Amount	Description
			6,500.00	Registrar Services
001-4020-0401-0000	REGISTRAR SUPPLIES	600.00		
			600.00	Registrar Supplies
		Total Expense for Dept 4020	7,100.00	
Dept 5110				
Expense				
001-5110-0100-0000	STREET MAINT REG PAY	259,964.00		
			21,090.16	MEO 2 - 35%
			3,407.04	HEO 8 - 5%
			3,818.88	DPW Supervisor 4 - 5%
			25,708.80	HEO 4 - 40%
			3,232.32	HEO 6 - 5%
			22,910.16	HEO 3 - 35%
			20,252.96	MEO 1 - 35%
			25,251.20	HEO 5 - 40%
			19,762.08	HEO 2 - 30%
			2,732.08	W/S Maint Worker 1 - 5%
			17,047.68	MEO 4 - 30%
			17,160.00	HEO 9 - 30%
			20,816.64	DPW Supervisor 3 - 30%
			9,135.36	HEO 1 -15%
			3,332.16	HEO 7 - 5%
			17,141.28	MEO 3 - 30%
			27,164.80	DPW Supervisor 1 - 40%
001-5110-0101-0000	STREET MAINT O/T 1ST QTR	3,000.00		
			3,000.00	Projected
001-5110-0102-0000	STREET MAINT O/T 2ND QTR	2,000.00		
			2,000.00	Projected
001-5110-0103-0000	STREET MAINT O/T 3RD QTR	9,500.00		
			9,500.00	Projected
001-5110-0104-0000	STREET MAINT O/T 4TH QTR	3,500.00		
			3,500.00	Projected
001-5110-0400-0000	STREET MAINT SERVICES	25,800.00		
			10,000.00	Crushing/Screening
			3,800.00	Clothing Allowance - Uniont Contract
			12,000.00	Equipment Rental

Account Number	Description	Total	Amount	Description
001-5110-0401-0000	STREET MAINT SUPPLIES	40,500.00		
			2,800.00	Safety Equipment (Ear plugs, safety glass
			2,900.00	Safety Clothing (rain coats, sweatshirts, t
			10,000.00	Asphalt
			7,400.00	Misc. Construction Material (mortar, bric
			15,000.00	Pipe, Catch Basins, Topsoil, Seed, etc.
			2,400.00	Tools
001-5110-0406-0000	STREET MAINT TRAV/TRAIN	3,000.00		
			900.00	OSHA Training
			1,200.00	CDL training
			900.00	Travel
001-5110-0408-0000	STREET MAINT VEHCL MAIN	47,000.00		
			47,000.00	Regular
001-5110-0409-0000	STREET MAINT VEHIC GAS	25,000.00		
			25,000.00	Projected
		Total Expense for Dept 5110	419,263.60	
Dept 5112				
Expense				
001-5112-0200-0000	CHIPS ROAD PROJECTS	295,000.00		
			120,000.00	Ampersand Ave.
			75,000.00	Other
			100,000.00	Park Ave. (AMA Section)
		Total Expense for Dept 5112	295,000.00	
Dept 5132				
Expense				
001-5132-0400-0000	DPW GARAGE SERVICES	2,600.00		
			2,600.00	Safety Clean (Water Oil Separator)
001-5132-0401-0000	DPW GARAGE SUPPLIES	3,600.00		
			3,600.00	DPW Supplies
001-5132-0403-0000	DPW GARAGE ELECTRICITY	6,225.00		
			6,225.00	Projected
001-5132-0404-0000	DPW GARAGE HEAT FUEL OI	6,000.00		
			6,000.00	Projected
001-5132-0407-0000	DPW GARAGE BLDG MAINT	12,000.00		
			2,500.00	Boiler Maintenance

Account Number	Description	Total	Amount	Description
			9,500.00	Building Maintenance
		Total Expense for Dept 5132	30,425.00	
Dept 5142				
Expense				
001-5142-0100-0000	SNOW REMVL REG PAY	282,853.00		
			25,251.20	HEO 5 - 40%
			3,232.32	HEO 6 - 5%
			21,090.16	MEO 2 - 35%
			17,047.68	MEO 4 - 30%
			27,406.08	HEO 1 - 45%
			17,160.00	HEO 9 - 30%
			27,755.52	DPW Supervisor 3 - 40%
			22,910.16	HEO 3 - 35%
			19,699.68	HEO 2 - 30%
			17,141.28	MEO 3 - 30%
			3,818.88	W/S DPW Supervisor 4 - 5%
			5,133.44	W/WW Maint. Helper - 10%
			5,464.16	W/WW Maint Worker 2 - 10%
			20,252.96	MEO 1 - 35%
			25,708.80	HEO 4 - 40%
			3,407.04	HEO 8 - 5%
			20,373.60	DPW Supervisor 1 - 30%
001-5142-0101-0000	SNOW REMVL O/T 1ST QTR	3,500.00		
			3,500.00	Projected
001-5142-0102-0000	SNOW REMVL O/T 2ND QTR	2,000.00		
			2,000.00	Projected
001-5142-0103-0000	SNOW REMVL O/T 3RD QTR	9,000.00		
			9,000.00	Projected
001-5142-0104-0000	SNOW REMVL O/T 4TH QTR	1,500.00		
			1,500.00	Projected
001-5142-0200-0000	SNOW REMVL EQUIP	7,500.00		
			5,000.00	Live-edge cutting blades
			2,500.00	Snow Removal Equip
001-5142-0400-0000	SNOW REMVL SERVICES	13,500.00		
			13,000.00	Screening (crushing gravel)
			500.00	Salt Reduction Initiative Membership

Account Number	Description	Total	Amount	Description
001-5142-0401-0000	SNOW REMVL SUPPLIES	44,300.00		
			40,000.00	Salt
			2,100.00	Safety Clothing
			2,200.00	Misc Supplies
001-5142-0403-0000	SNOW REMVL ELECTRIC	270.00		
			270.00	Projected
001-5142-0406-0000	SNOW REMVL TRAV/TRAIN	500.00		
			500.00	CDL training
001-5142-0408-0000	SNOW REMVL VEHIC MAINT	70,000.00		
			70,000.00	Regular
001-5142-0409-0000	SNOW REMVL GASOLINE	35,000.00		
			35,000.00	Projected
001-5142-0410-0000	SNOW REMVL EQUIP MAINT	4,000.00		
			4,000.00	Regular
		Total Expense for Dept 5142	473,922.96	
Dept 5182				
Expense				
001-5182-0403-0000	STREET LIGHT ELECTRIC	45,000.00		
			45,000.00	Projected
		Total Expense for Dept 5182	45,000.00	
Dept 5410				
Expense				
001-5410-0100-0000	SIDEWLK REGULAR PAY	105,003.00		
			11,365.12	MEO 4 - 20%
			11,427.52	MEO 3 - 20%
			12,584.00	HEO 9 - 20%
			13,582.40	DPW Supervisor 1 - 20%
			11,573.12	MEO 1- 20%
			12,625.60	HEO 5 - 20%
			6,938.88	DPW Supervisor 3 - 10%
			12,051.52	MEO 2 - 20%
			12,854.40	HEO 4 - 20%
001-5410-0101-0000	SIDEWLK O/T 1ST QTR	2,000.00		
			2,000.00	Projected
001-5410-0102-0000	SIDEWLK O/T 2ND QTR	1,000.00		

Account Number	Description	Total	Amount	Description
			1,000.00	Projected
001-5410-0103-0000	SIDEWLK O/T 3RD QTR	5,000.00		
			5,000.00	Projected
001-5410-0104-0000	SIDEWLK O/T 4TH QTR	1,500.00		
			1,500.00	Projected
001-5410-0400-0000	SIDEWLK SERVICES	10,000.00		
			10,000.00	Sidewalks Services
001-5410-0401-0000	SIDEWLK SUPPLIES	12,000.00		
			12,000.00	Regular
		Total Expense for Dept 5410	136,502.56	
Dept 5650				
Expense				
001-5650-0400-0000	OFF ST PARKING SERVICES	24,750.00		
			23,950.00	Main St. Parking Lot Lease 100%
			800.00	EV Charger Station Subscr.
001-5650-0401-0000	OFF ST PARKING SUPPLIES	2,500.00		
			2,500.00	Regular
001-5650-0403-0000	OFF ST PARKING ELECTRIC	5,000.00		
			5,000.00	Projected
		Total Expense for Dept 5650	32,250.00	
Dept 6410				
Expense				
001-6410-0400-0000	PUBLICITY SERVICES	35,000.00		
			10,000.00	Public Skating
			5,000.00	Chamber
			20,000.00	Marketing Program
001-6410-0400-1115	DOWNTOWN PROGRAM	10,000.00		
			10,000.00	Community Enhancement Programs
001-6410-0400-1116	CONCERT SERIES	14,500.00		
			14,500.00	Concert Series
001-6410-0400-1117	MOVIE NIGHT	2,500.00		
			2,500.00	Movie Nights
001-6410-0400-1122	WALK OF FAME	2,500.00		
			2,500.00	Walk of Fame
001-6410-0401-0000	PUBLICITY SUPPLIES	1,500.00		
			1,000.00	Other

Account Number	Description	Total	Amount	Description
			500.00	Spring Clean-up Event
		Total Expense for Dept 6410	66,000.00	
Dept 7110				
Expense				
001-7110-0100-0000	PARKS REG PAY	84,024.00		
			25,217.92	Ski Area Manager - 40%
			22,572.16	HEO 10 - 40%
			18,470.40	Laborer 2 - 40%
			17,763.20	Laborer 1 - 40%
001-7110-0101-0000	PARKS O/T 1ST QTR	1,250.00		
			1,250.00	Projected
001-7110-0102-0000	PARKS O/T 2ND QTR	1,250.00		
			1,250.00	Projected
001-7110-0103-0000	PARKS O/T 3RD QTR	10,000.00		
			10,000.00	Projected
001-7110-0104-0000	PARKS O/T 4TH QTR	1,250.00		
			1,250.00	Projected
001-7110-0200-0000	PARKS EQUIPMENT	10,000.00		
			10,000.00	Community Enhancememt Projects
001-7110-0400-0000	PARKS SERVICES	37,660.00		
			5,000.00	Landscaping Services - Seasonal Beautifi
			1,160.00	Clothing Allowance (40%) - Union Contr
			19,000.00	Berkeley Green Amenities Cleaning
			5,800.00	Beautification - Flower Nursery Service
			6,700.00	Port-A-Potty Units
001-7110-0401-0000	PARKS SUPPLIES	15,700.00		
			2,000.00	Seed and Fertilizer for Parks Grass
			3,000.00	Mulch, Playground Safety
			5,000.00	Beautification - Flowers/Supplies
			3,000.00	Benches Repair/Replacement
			2,700.00	Misc Maintenance Products
001-7110-0402-0000	PARKS TELEPHONE	240.00		
			240.00	Phones - Parks Manager (40%)
001-7110-0403-0000	PARKS ELECTRIC	2,360.00		
			2,360.00	Projected
001-7110-0408-0000	PARKS VEHIC MAINT	5,000.00		

Account Number	Description	Total	Amount	Description
			5,000.00	Regular
001-7110-0409-0000	PARKS GASOLINE	4,000.00		
			4,000.00	Projected
001-7110-0410-0000	PARKS EQUIP MAINT	1,500.00		
			1,500.00	Regular
		Total Expense for Dept 7110	174,233.68	
Dept 7140				
Expense				
001-7140-0403-0000	RECRTION AREA ELECTRIC	620.00		
			620.00	Projected
		Total Expense for Dept 7140	620.00	
Dept 7180				
Expense				
001-7180-0100-0000	BEACH REG PAY	132,462.00		
			9,450.00	Head Lifeguard - 100%
			11,286.08	HEO 10 - 20%
			8,100.00	Lifeguard 10
			8,100.00	Lifeguard 3
			8,100.00	Lifeguard 1
			8,100.00	Lifeguard 9
			9,235.20	Laborer 2 - 20%
			8,100.00	Lifeguard 6
			8,100.00	Lifeguard 8
			8,881.60	Laborer 1 - 20%
			8,100.00	Lifeguard 5
			8,100.00	Lifeguard 4
			12,608.96	Ski Area Manager - 20%
			8,100.00	Lifeguard 2
			8,100.00	Lifeguard 7
001-7180-0101-0000	BEACH O/T PAY 1ST QTR	3,000.00		
			3,000.00	Projected
001-7180-0400-0000	BEACH SERVICES	2,580.00		
			2,000.00	Physicals
			580.00	Clothing Allowance (20%) - Union Contr
001-7180-0401-0000	BEACH SUPPLIES	2,300.00		

Account Number	Description	Total	Amount	Description
			1,000.00	Buoy Replacement
			1,000.00	Miscellaneous Supplies
			300.00	Swim Suits, First Aid
001-7180-0402-0000	BEACH TELEPHONE	900.00		
			660.00	Beach Telephone
			240.00	Phones - Parks Manager (20%)
001-7180-0403-0000	BEACH ELECTRIC	1,525.00		
			1,525.00	Projected
001-7180-0405-0000	BEACH INSURANCE	2,775.00		
			2,775.00	Projected
001-7180-0406-0000	TRAVEL & TRAINING..	500.00		
			500.00	Travel & Training
001-7180-0407-0000	BEACH BLDG MAINT	1,500.00		
			1,500.00	Clean/Replace Rot/Mold
		Total Expense for Dept 7180	147,541.84	
Dept 7181				
Expense				
001-7181-0400-0000	SKATEBOARD FACILITY CON	1,500.00		
			500.00	Maintenance
			1,000.00	Port-A-Potty
001-7181-0403-0000	Skateboard Facility Electric	525.00		
			525.00	Projected
		Total Expense for Dept 7181	2,025.00	
Dept 7260				
Expense				
001-7260-0100-0000	MT PISGAH REG PAY	142,524.00		
			5,850.00	Recreation Attendant-8
			5,850.00	Recreation Attendant-4
			17,763.20	Laborer 1 - 40%
			5,850.00	Recreation Attendant-7
			5,850.00	Recreation Attendant-2
			5,850.00	Recreation Attendant-9
			5,850.00	Recreation Attendant-5
			22,572.16	HEO 10 - 40%
			18,470.40	Laborer 2 - 40%

Account Number	Description	Total	Amount	Description
			5,850.00	Recreation Attendant-3
			5,850.00	Recreation Attendant-1
			5,850.00	Recreation Attendant-6
			5,850.00	Recreation Attendant-10
			25,217.92	Ski Area Manager - 40%
001-7260-0101-0000	MT PISGAH O/T 1ST QTR	1,000.00		
			1,000.00	Projected
001-7260-0102-0000	MT PISGAH O/T 2ND QTR	1,000.00		
			1,000.00	Projected
001-7260-0103-0000	MT PISGAH O/T 3RD QTR	10,000.00		
			10,000.00	Projected
001-7260-0104-0000	MT PISGAH O/T 4TH QTR	2,000.00		
			2,000.00	Projected
001-7260-0200-0000	MT PISGAH EQUIPMENT	1,500.00		
			1,500.00	Snowgun Electrical
001-7260-0400-0000	MT PISGAH SERVICES	32,260.00		
			1,160.00	Clothing Allowance (40%) - Union Contr
			1,500.00	Pisgah Marketing Services
			1,000.00	Haul Rope Inspection
			2,500.00	Physicals
			100.00	State Tubing Inspection
			21,000.00	Pisgah Pumphouse Foundation Construct
			5,000.00	T-Bar Testing/Inspection/Repair
001-7260-0401-0000	MT PISGAH SUPPLIES	8,250.00		
			1,500.00	Marketing Materials
			1,250.00	Day Pass Materials
			1,000.00	Other
			3,000.00	First Aid Materials
			1,500.00	Season Pass Materials
001-7260-0402-0000	MT PISGAH TELEPHONE	960.00		
			960.00	Regular
001-7260-0403-0000	MT PISGAH ELECTRIC	45,000.00		
			45,000.00	Projected
001-7260-0404-0000	MT PISGAH HEAT FUEL OIL	7,000.00		
			7,000.00	Projected
001-7260-0405-0000	MT PISGAH INSURANCE	3,330.00		
			3,330.00	Projected
001-7260-0406-0000	MT PISGAH TRAV/TRAIN	2,000.00		

Account Number	Description	Total	Amount	Description
			1,000.00	Other Training
			1,000.00	Ski Areas of NY Show
001-7260-0407-0000	MT PISGAH BLDG MAINT	10,000.00		
			10,000.00	Regular
001-7260-0408-0000	MT PISGAH VEHIC MAINT	10,000.00		
			10,000.00	Regular
001-7260-0409-0000	MT PISGAH VEHICLE GAS	5,500.00		
			5,500.00	Projected
001-7260-0410-0000	MT PISGAH EQUIP MAINT	6,500.00		
			3,000.00	T-Bar Repairs
			1,000.00	Regular
			2,500.00	Snowgun Repairs
		Total Expense for Dept 7260	288,823.68	
Dept 7310				
Expense				
001-7310-0400-0000	YOUTH PROG SERVICES	20,500.00		
			20,500.00	Youth Center Contribution
		Total Expense for Dept 7310	20,500.00	
Dept 7550				
Expense				
001-7550-0400-0000	CELEBRATIONS SERVICES	22,000.00		
			5,000.00	New Years Fireworks
			1,000.00	Light Up Downtown (Sound Production)
			1,000.00	SL Harvest Festival
			15,000.00	Fire Works 4th of July
001-7550-0401-0000	CELEBRATIONS SUPPLIES	6,000.00		
			3,000.00	Light Up Downtown (Trees and Lights)
			3,000.00	General
001-7550-0408-0000	CELEBRATIONS VEHCL MAIN	1,500.00		
			1,500.00	Regular
		Total Expense for Dept 7550	29,500.00	
Dept 7620				
Expense				
001-7620-0400-0000	PROG FOR AGING SERVICES	10,000.00		

Account Number	Description	Total	Amount	Description
			10,000.00	Prog. For Aging Services
		Total Expense for Dept 7620	10,000.00	
Dept 8010				
Expense				
001-8010-0100-0000	ZONING REGULAR PAY	51,252.00		
			33,417.60	Comm. Dev. Director (40%)
			17,833.92	Admin Asst (30%)
001-8010-0101-0000	ZONING DEP. O/T 1ST QRT	200.00		
			200.00	Projected
001-8010-0102-0000	Zoning Dep. O/T 2nd QTR	200.00		
			200.00	Projected
001-8010-0103-0000	ZONING DEPT O/T 3RD QTR	300.00		
			300.00	Projected
001-8010-0104-0000	Zoning O/T Q4	200.00		
			200.00	Projected
001-8010-0400-0000	ZONING SERVICES	20,770.00		
			120.00	Clothing Allowance - (30%) - Union Con
			15,000.00	Consulting Services
			1,500.00	Software Maintenance BAS (IPS) 50%
			2,850.00	Rentalscape
			1,000.00	Public Notices
			300.00	Dues NY Planning Federation
001-8010-0401-0000	ZONING SUPPLIES	250.00		
			250.00	Supplies/Postage
001-8010-0406-0000	ZONING TRAV/TRAIN	720.00		
			720.00	APA Local Conference Day Training
		Total Expense for Dept 8010	73,891.52	
Dept 8160				
Expense				
001-8160-0400-0000	REFUSE REMOVL SERVICES	8,500.00		
			8,500.00	Tipping & Demo
001-8160-0401-0000	REFUSE REMOVL SUPPLIES	6,800.00		
			1,200.00	Can Cover Replacement
			1,600.00	Trash Receptacle
			3,000.00	Supplies (can liners)

Account Number	Description	Total	Amount	Description
			1,000.00	Doggy Pot Bags
001-8160-0408-0000	REFUSE REMOVL VEHIC MAI	1,700.00		
			1,700.00	Regular
001-8160-0409-0000	REFUSE REMOVL GAS	1,800.00		
			1,800.00	Projected
		Total Expense for Dept 8160	18,800.00	
Dept 8170				
Expense				
001-8170-0100-0000	ST CLEAN REGULAR PAY	44,620.00		
			26,349.44	HEO 2 40%
			18,270.72	HEO 1 30%
001-8170-0101-0000	ST CLEAN O/T 1ST QTR	200.00		
			200.00	Projected
001-8170-0102-0000	ST CLEAN O/T 2ND QTR	200.00		
			200.00	Projected
001-8170-0103-0000	ST CLEAN O/T 3RD QTR	500.00		
			500.00	Projected
001-8170-0104-0000	ST CLEAN O/T 4TH QTR	200.00		
			200.00	Projected
001-8170-0401-0000	ST CLEAN SUPPLIES	1,500.00		
			1,500.00	ST Cleaning Supplies
001-8170-0408-0000	ST CLEAN VEHICLE MAINT	15,000.00		
			15,000.00	Regular
001-8170-0409-0000	ST CLEAN GASOLINE	4,200.00		
			4,200.00	Projected
		Total Expense for Dept 8170	66,420.16	
Dept 8620				
Expense				
001-8620-0100-0000	COM DEV REGULAR PAY	57,196.00		
			23,778.56	Admin Asst (40%)
			33,417.60	Com Dev Dir (40%)
001-8620-0101-0000	COM DEV O/T 1ST QTR	250.00		
			250.00	Projected
001-8620-0102-0000	COM DEV O/T 2ND QTR	300.00		
			300.00	Projected
001-8620-0103-0000	COM DEV O/T 3RD QTR	500.00		

Account Number	Description	Total	Amount	Description
			500.00	Projected
001-8620-0104-0000	COM DEV O/T 4TH QTR	250.00		
			250.00	Projected
001-8620-0400-0000	COM DEV SERVICES	29,410.00		
			160.00	Clothing Allowance - (40%) - Union Con
			1,500.00	Miscellaneous
			5,000.00	Community Events
			15,000.00	Consulting Services
			350.00	Dues American Planning Association
			2,400.00	Adobe Creative Suite 2 Licenses
			5,000.00	SLLDC Contract
001-8620-0401-0000	COM DEV SUPPLIES	1,750.00		
			750.00	Supplies
			500.00	Postage
			500.00	Miscellaneous
001-8620-0406-0000	COM DEV TRAV/TRAIN	3,600.00		
			1,000.00	Other Training
			1,000.00	Upstate APA Conference
			1,000.00	Mileage/Meals
			600.00	NY Planning Federation Conference
		Total Expense for Dept 8620	93,256.16	
Dept 8989				
Expense				
001-8989-0400-0000	HYDRO CONTRACT SERVICE	600.00		
			600.00	Monitoring Services
001-8989-0401-0000	HYDRO SUPPLIES	1,500.00		
			1,500.00	Hydro Supplies
		Total Expense for Dept 8989	2,100.00	
Dept 9010				
Expense				
001-9010-0800-0000	NYS EMPLOYEE RETIREMEN	245,707.00		
			245,707.10	Projected
		Total Expense for Dept 9010	245,707.10	

Account Number	Description	Total	Amount	Description
Dept 9030				
Expense				
001-9030-0800-0000	SOCSEC/MEDCARE BENEFITS	120,400.00		
			120,400.00	Projected
		Total Expense for Dept 9030	120,400.00	
Dept 9040				
Expense				
001-9040-0800-0000	WORKS COMP BENEFIT	24,634.00		
			24,633.53	Projected
		Total Expense for Dept 9040	24,633.53	
Dept 9045				
Expense				
001-9045-0800-0000	LIFE INS EMPLYE BENEFIT	2,500.00		
			2,500.00	Projected
		Total Expense for Dept 9045	2,500.00	
Dept 9050				
Expense				
001-9050-0800-0000	UNEMPLOYMENT BENEFITS	4,000.00		
			4,000.00	Projected
		Total Expense for Dept 9050	4,000.00	
Dept 9055				
Expense				
001-9055-0800-0000	DISABILITY INS BENEFITS	150.00		
			150.00	Projected
		Total Expense for Dept 9055	150.00	
Dept 9060				
Expense				
001-9060-0800-0000	HOSP/MEDICAL INS BENEFIT	521,197.00		
			161,605.95	HSA Contributions
			359,591.10	Med/Dental/Vision

Account Number	Description	Total		Amount	Description
		Total Expense for Dept 9060		521,197.05	
Dept 9950					
Expense					
001-9950-0900-0000	INTERFND TRNS CAPTL PROJ	90,000.00			
				90,000.00	Long Term Cap Equipment Fund
		Total Expense for Dept 9950		90,000.00	
		Totals For Fund 001			
			Expense Total:	7,342,720.35	
		Report Totals			
			Expense Total:	7,342,720.35	

Water Fund Revenues

Water Fund Revenues

Budget Detail

User: manager@saranaclakeny.gov
Printed: 3/17/2026 - 5:32 PM

Budget Type: Proposed
Year: 2027
Entry: WatRev

Account Number	Description	Total		Amount	Description
Fund 004 - WATER FUND					
Dept 0000					
Revenue					
004-0000-2140-0000	METERED WATER SALES	1,982,112.00			
				480,607.68	1st Billing 2026-2027
				516,740.16	2nd Billing 2026-2027
				545,483.76	3rd Billing 2026-2027
				439,280.34	4th Billing 2026-2027
004-0000-2142-0000	UNMETERED WATER SALES..	40,000.00			
				40,000.00	Unmetered Water Sales
004-0000-2144-0000	WATER SERVICE CHARGES..	6,570.00			
				6,570.00	Water Service Charges
004-0000-2148-0000	INT/PENALTIES WATER RENT	20,000.00			
				20,000.00	Int/Penalties Water Rents
004-0000-2401-0000	INTEREST EARNED..	25,000.00			
				25,000.00	Interest Earned
004-0000-2401-0001	INTEREST EARNINGS.RESER'	40,000.00			
				40,000.00	Interest Earnings.Reserve
004-0000-2410-0000	RENTAL OF REAL PROPERTY	16,960.00			
				16,959.50	Rental of Real property
		Total Revenue for Dept 0000		2,130,641.44	
		Totals For Fund 004	Revenue Total:	2,130,641.44	
			Expense Total:		

Account Number	Description	Total			Amount	Description
			Report Totals	Revenue Total:	2,130,641.44	
				Expense Total:		

Water Fund Appropriations

Water Fund Appropriations

Budget Detail

Printed: 4/24/2026 - 3:06 PM

Budget Type: Proposed
Revision: 1.00
Year: 2027

Account Number	Description	Total	Amount	Description
Fund 004 - WATER FUND				
Dept 1420				
Expense				
004-1420-0400-0000	LEGAL SERVICES	22,115.00		
			500.00	Filing Fees
			13,200.00	33% Village Attorney
			8,415.00	33% Labor Attorney Retainer
		Total Expense for Dept 1420	22,115.00	
Dept 1440				
Expense				
004-1440-0400-0000	ENGIN/SURVEY SERVICES	10,000.00		
			10,000.00	Engineering Non Capital
		Total Expense for Dept 1440	10,000.00	
Dept 1640				
Expense				
004-1640-0100-0000	MECHANICS REGULAR PAY	65,355.00		
			21,438.98	Mechanic 2 (32%)
			24,660.48	Head Mechanic (32%)
			19,255.81	Mechanic 1 (32%)
004-1640-0101-0000	MECHANICS O/T 1ST QTR	300.00		
			300.00	Projected
004-1640-0102-0000	MECHANICS O/T 2ND QTR	500.00		
			500.00	Projected

Account Number	Description	Total	Amount	Description
004-1640-0103-0000	MECHANICS O/T 3RD QTR	1,000.00		
			1,000.00	Projected
004-1640-0104-0000	MECHANICS O/T 4TH QTR	300.00		
			300.00	Projected
004-1640-0400-0000	MECHANICS SERVICES	4,600.00		
			297.00	Vehicle Lift Inspections 33%
			115.50	Fire Alarm Service & Inspection 33%
			1,155.00	Annual Oil & Water Separator 33%
			475.00	Uniforms Cleaning Services 33%
			247.50	Yearly Fire Exinguisher Inspection
			495.00	Parts Cleaning Service 33%
			330.00	Annual Service Waste & Fuel Oil Furnac
			726.00	Yearly Support Fee OBDII Scan Tool
			330.00	Monthly Monitoring Alarm System 33%
			330.00	Welding Supplies 33%
			99.00	Lease Tanks Haun Welding 33%
004-1640-0401-0000	MECHANICS SUPPLIES	11,997.00		
			200.00	First Aid Supply Service 33%
			297.00	Boots Allowance
			11,500.00	Small Parts, Fittings, Hoses, ETC 33%
004-1640-0402-0000	MECHANICS TELEPHONE	928.00		
			753.00	Phones - Regular 33%
			175.00	Phones - Cell 33%
004-1640-0403-0000	MECHANICS ELECTRIC	485.00		
			485.00	Regular
004-1640-0404-0000	MECHANICS HEAT FUEL OIL	2,950.00		
			2,950.00	Projected
004-1640-0406-0000	MECHANICS TRAVEL/TRAIN	1,500.00		
			1,500.00	Regular
004-1640-0407-0000	MECHANICS BLDG MAINT	10,000.00		
			10,000.00	Building Upgrades - Diesel Tank Roof
004-1640-0408-0000	MECHANICS VEHICLE MAIN	462.00		
			462.00	Regular 33%
004-1640-0409-0000	MECHANICS VEHIC GAS/DES	1,155.00		
			1,155.00	Projected 33%
004-1640-0410-0000	MECHANICS EQUIP MAINT	500.00		
			500.00	Regular 33%

Account Number	Description	Total	Amount	Description
		Total Expense for Dept 1640	102,032.27	
Dept 1910				
Expense				
004-1910-0405-0000	INSURANCE COVERAGES	39,100.00		
			39,100.00	All coverages
		Total Expense for Dept 1910	39,100.00	
Dept 1940				
Expense				
004-1940-0200-0000	PURCH LAND/EASE/ROW	3,500.00		
			3,500.00	Right of way
		Total Expense for Dept 1940	3,500.00	
Dept 1950				
Expense				
004-1950-0400-0000	REAL PROPERTY TAX	6,204.00		
			2.00	McKenzie Pond Landfill School (33%)
			1,300.00	17 Main St - Town/County
			2.00	McKenzie Pond Landfill Town (33%)
			2,500.00	17 Main St - School
			2,400.00	17 Main St - Village
		Total Expense for Dept 1950	6,204.00	
Dept 1990				
Expense				
004-1990-0400-0000	CONTINGENCY ACCOUNT	48,500.00		
			33,500.00	Annual Contigency
			15,000.00	Employee Vacation Buyout
		Total Expense for Dept 1990	48,500.00	
Dept 8310				
Expense				
004-8310-0100-0000	WATER ADMIN REG PAY	187,361.00		
			4,177.20	Community Dev. Director (5%)
			2,972.32	Admin Asst. (5%)

Account Number	Description	Total	Amount	Description
			3,300.00	Mayor (33%)
			22,591.17	Clerk (33%)
			22,522.53	Treasurer (33%)
			18,553.39	Account Clerk (33%)
			1,650.00	Trustee 3 (33%)
			33,927.02	DPW Superintendent (33%)
			1,650.00	Trustee 2 (33%)
			32,994.80	Manager (33%)
			19,432.52	Deputy Clerk/Treas (33%)
			1,650.00	Trustee 1 (33%)
			1,650.00	Trustee 4 (33%)
			20,289.98	Principal Account Clerk (33%)
004-8310-0101-0000	WATER ADMIN O/T 1ST QTR	250.00		
			250.00	Projected
004-8310-0102-0000	WATER ADMIN O/T 2ND QTR	250.00		
			250.00	Projected
004-8310-0103-0000	WATER ADMIN O/T 3RD QTR	250.00		
			250.00	Projected
004-8310-0104-0000	WATER ADMIN O/T 4TH QTR	250.00		
			250.00	Projected
004-8310-0200-0000	WATER ADMIN EQUIP	1,000.00		
			1,000.00	Furniture and Fixtures 33%
004-8310-0400-0000	WATER ADMIN SERVICES	56,936.00		
			1,450.00	Misellaneous
			600.00	33% Postage meter rent
			930.00	Internet 33%
			900.00	33% HSA Adminstration
			9,761.47	33% Accounting Software - Cirrus
			264.00	Clothing Allowance (33%)
			865.00	33% Website Hosting/Support
			400.00	33% Zoom
			16,269.00	33% IT Support
			1,200.00	Copiers Lease 33%
			297.00	33% Diamond GIS Maps
			3,000.00	33% Gen Admin Services
			21,000.00	33% Independent Audits
004-8310-0401-0000	WATER ADMIN SUPPLIES	1,000.00		

Account Number	Description	Total	Amount	Description
			1,000.00	General supplies
004-8310-0402-0000	WATER ADMIN TELEPHONE	3,475.00		
			750.00	DPW Phone - regular 33%
			475.00	Phone - cell 33%
			2,250.00	Central phones - regular 33%
004-8310-0406-0000	WATER ADMIN TRAV/TRAIN	2,475.00		
			2,000.00	Training
			475.00	Travel
004-8310-0408-0000	WATER ADMIN VEHIC MAINT	200.00		
			200.00	Regular
004-8310-0418-0000	OFFICE RENT	14,500.00		
			14,500.00	Village Office Rent (33%)
		Total Expense for Dept 8310	267,947.40	
Dept 8320				
Expense				
004-8320-0100-0000	SOURCE SUPPLY REG PAY	131,316.00		
			8,736.00	W/WW TPO 1 (15%)
			5,133.44	W/WW Maint. Helper (10%)
			12,430.08	W/WWTPO 3 (20%)
			15,837.12	DPW Supervisor 2 (20%)
			5,464.16	W/WW Maint. Worker 2 (10%)
			38,827.70	Chief WWTPO (40%)
			5,682.56	MEO 4 (10%)
			2,893.28	MEO 1 (5%)
			3,012.88	MEO 2 (5%)
			7,637.76	DPW Supervisor 4 (10%)
			5,686.72	W/WWTPO TRAINEE (10%)
			14,260.48	W/WWTPO 2 (20%)
			5,713.76	MEO 3 (10%)
004-8320-0101-0000	SOURCE SUPPLY O/T 1ST QTR	2,200.00		
			2,200.00	Projected
004-8320-0102-0000	SOURCE SUPPLY O/T 2ND QTI	2,200.00		
			2,200.00	Projected
004-8320-0103-0000	SOURCE SUPPLYO/T 3RD QTR	4,000.00		
			4,000.00	Projected
004-8320-0104-0000	SOURCE SUPPLY O/T 4TH QTI	2,200.00		

Account Number	Description	Total	Amount	Description
			2,200.00	Projected
004-8320-0200-0000	SOURCE SUPPLY EQUIPMENT	5,000.00		
			5,000.00	Source Supply Equipment
004-8320-0400-0000	SOURCE SUPPLY SERVICES	6,005.00		
			2,700.00	Milton cat generator service
			500.00	GIS agreement 40%
			2,805.00	Clothing Allowance (50%)
004-8320-0401-0000	SOURCE SUPPLY SUPPLIES	7,000.00		
			7,000.00	Regular
004-8320-0403-0000	SOURCE SUPPLY ELECTRIC	73,565.00		
			73,565.00	Projected
004-8320-0404-0000	SOURCE SUPPLY HEATING OI	13,200.00		
			13,200.00	Projected
004-8320-0406-0000	SOURCE SUPPLY TRAV/TRAI	2,500.00		
			2,500.00	Projected
004-8320-0407-0000	SOURCE SUPPLY BLDG MAIN	10,000.00		
			10,000.00	Source Supply BLDG. Maint.
004-8320-0408-0000	SOURCE SUPPLY VEHIC MAI	2,000.00		
			2,000.00	Regular
004-8320-0410-0000	SOURCE SUPPLY EQUIP MAI	6,000.00		
			6,000.00	Regular
		Total Expense for Dept 8320	267,185.94	
Dept 8330				
Expense				
004-8330-0400-0000	PURCHASED SERVICES	7,000.00		
			7,000.00	Water Quality Testing
004-8330-0401-0000	PURFICATION SUPPLIES	33,000.00		
			9,000.00	Zinc Orthophosphate
			12,000.00	Sodium Hypochlorite
			12,000.00	Soda Ash (DOH Required)
		Total Expense for Dept 8330	40,000.00	
Dept 8340				
Expense				
004-8340-0100-0000	TRANS & DISTRB REG PAY	269,018.00		
			20,533.76	W/WW Maint. Helper (40%)
			3,395.60	DPW Supervisor 1 (5%)

Account Number	Description	Total	Amount	Description
			31,988.74	HEO 7 (48%)
			30,663.36	HEO 8 (45%)
			24,460.80	W/WW TPO 1 (42%)
			5,720.00	HEO 9 (10%)
			13,091.52	HEO 3 (20%)
			26,227.97	W/WW Maint. Worker 1 (48%)
			21,856.64	W/WW Maint. Worker 2 (40%)
			30,551.04	DPW Supervisor 4 (40%)
			27,797.95	HEO 6 (43%)
			6,938.88	DPW Supervisor 3 (10%)
			3,045.12	HEO 1 (5%)
			22,746.88	W/WWTPO TRAINEE (40%)
004-8340-0101-0000	TRANS & DISTRB O/T 1ST QT	6,500.00		
			6,500.00	Projected
004-8340-0102-0000	TRANS & DISTRB O/T 2ND QT	6,500.00		
			6,500.00	Projected
004-8340-0103-0000	TRANS & DISTRB O/T 3RD QT	10,000.00		
			10,000.00	Projected
004-8340-0104-0000	TRANS & DISTRB O/T 4TH QT	6,500.00		
			6,500.00	Projected
004-8340-0200-0000	TRANS & DISTRB EQUIPMEN	142,500.00		
			27,500.00	Replacement P/U Truck 50%
			115,000.00	Woodruff St. - West Section
004-8340-0401-0000	TRANS & DISTRB SUPPLIES	140,600.00		
			4,500.00	Winter Mix Cold Patch
			12,000.00	Utility Trench Asphalt Repair
			4,000.00	Safety Equipment and Clothing
			50,000.00	Pipe, Hydrants, Valves
			5,000.00	Tools, Misc Construction Materials
			24,500.00	Copper Pipe and Fittings
			20,000.00	Meter Parts and Pieces
			600.00	Copies
			20,000.00	crushing/screening
004-8340-0406-0000	TRANS & DISTRB TRAV/TRAI	5,500.00		
			3,000.00	General training
			2,500.00	Water license training
004-8340-0407-0000	TRANS & DISTRB BLDG MAI	1,000.00		

Account Number	Description	Total		Amount	Description
				1,000.00	Regular
004-8340-0408-0000	TRANS & DISTRB VEHIC MAI	14,000.00			
				14,000.00	Regular
004-8340-0409-0000	TRANS & DISTRB GAS	5,500.00			
				5,500.00	Projected
004-8340-0410-0000	TRANS & DISTRB EQUIP MAI	1,000.00			
				1,000.00	Projected
			Total Expense for Dept 8340	608,618.26	
Dept 9010					
Expense					
004-9010-0800-0000	NYS EMPLOYEE RETIREMEN	84,200.00			
				84,200.23	NYS Employee Retirement
			Total Expense for Dept 9010	84,200.23	
Dept 9030					
Expense					
004-9030-0800-0000	SOC SEC & MEDICARE BENE	59,300.00			
				59,300.00	Soc. Sec. & Medicare Benefit
			Total Expense for Dept 9030	59,300.00	
Dept 9040					
Expense					
004-9040-0800-0000	WORKERS COMP BENEFIT	11,486.00			
				11,486.36	Workers Comp Benefit
			Total Expense for Dept 9040	11,486.36	
Dept 9045					
Expense					
004-9045-0800-0000	LIFE INS EMPLOYEE BENEFI	600.00			
				600.00	Life Ins Employee Benefit
			Total Expense for Dept 9045	600.00	
Dept 9055					
Expense					
004-9055-0800-0000	DISABILITY INS BENEFIT	250.00			

Account Number	Description	Total		Amount	Description
				250.00	Disability Ins. Benefit
		Total Expense for Dept 9055		250.00	
Dept 9060					
Expense					
004-9060-0800-0000	HOSP/MEDI INS BENEFIT	140,623.00			
				43,570.80	HSA Contributions
				97,052.60	Hosp/Medi Ins Benefit
		Total Expense for Dept 9060		140,623.40	
Dept 9710					
Expense					
004-9710-0600-0000	SERIAL BONDS - PRINCIPAL	362,400.00			
				362,400.00	Serial Bonds - Principal
		Total Expense for Dept 9710		362,400.00	
Dept 9950					
Expense					
004-9950-0900-0000	INTERFUND TRANSFERS..	30,000.00			
				30,000.00	Interfund Transfers
		Total Expense for Dept 9950		30,000.00	
		Totals For Fund 004			
			Expense Total:	2,104,062.86	
		Report Totals			
			Expense Total:	2,104,062.86	

Sewer Fund Revenues

Sewer Fund Revenues

Budget Detail

User: manager@saranaclakeny.gov
Printed: 3/17/2026 - 5:36 PM

Budget Type: Proposed
Year: 2027
Entry: SewRev

Account Number	Description	Total	Amount	Description
Fund 005 - SEWER FUND				
Dept 0000				
Revenue				
005-0000-2120-0000	SEWER RENTS	1,553,041.00		
			379,365.09	1st Billing 2026-27
			395,980.60	2nd Billing 2026-27
			421,731.56	3rd Billing 2026-27
			355,963.39	4th Billing 2026-27
005-0000-2122-0000	SEWER SERVICE CHARGES	750.00		
			750.00	Projected
005-0000-2128-0000	INT/PENALTIES SEWER RENT	17,400.00		
			17,400.00	Projected
005-0000-2374-0000	SEWER SVC - OTHER GOVT	1,056,434.00		
			269,468.00	1st Billing 2026-27
			275,579.00	2nd Billing 2026-27
			250,961.00	3rd Billing 2026-27
			260,426.00	4th Billing 2026-27
005-0000-2401-0000	INTEREST EARNED	25,000.00		
			25,000.00	Interest Earned
005-0000-2401-1000	INTEREST SEWER DEBT RESI	60,000.00		
			20,000.00	Interest Earned Sewer Debt Reserve
			40,000.00	Interest Sewer System Reserve
005-0000-2770-0210	MISC REVENUES SEPTIC HAU	30,000.00		
			30,000.00	Misc Revenues Septic Hauling

Account Number	Description	Total		Amount	Description
		Total Revenue for Dept 0000		2,742,624.64	
		Totals For Fund 005	Revenue Total:	2,742,624.64	
			Expense Total:		
		Report Totals	Revenue Total:	2,742,624.64	
			Expense Total:		

Sewer Fund Appropriations

Sewer Fund Appropriations

Budget Detail

Printed: 4/24/2026 - 3:07 PM

Budget Type: Proposed
Revision: 1.00
Year: 2027

Account Number	Description	Total	Amount	Description
Fund 005 - SEWER FUND				
Dept 1420				
Expense				
005-1420-0400-0000	LEGAL SERVICES	22,115.00		
			13,200.00	33% Village Attorney
			500.00	Filing Fees
			8,415.00	33% Labor Attorney Retainer
		Total Expense for Dept 1420	22,115.00	
Dept 1440				
Expense				
005-1440-0400-0000	ENGIN/SURVEY SERVICES	10,000.00		
			10,000.00	Noncapital engineering
		Total Expense for Dept 1440	10,000.00	
Dept 1640				
Expense				
005-1640-0100-0000	MECHANICS REGULAR PAY	64,357.00		
			21,438.98	Mechanic 2 (32%)
			23,662.08	Head Mechanic (32%)
			19,255.81	Mechanic 1 (32%)
005-1640-0101-0000	MECHANICS O/T 1ST QTR	500.00		
			500.00	Projected
005-1640-0102-0000	MECHANICS O/T 2ND QTR	500.00		
			500.00	Projected

Account Number	Description	Total	Amount	Description
005-1640-0103-0000	MECHANICS O/T 3RD QTR	1,000.00		
			1,000.00	Projected
005-1640-0104-0000	MECHANICS O/T 4TH QTR	500.00		
			500.00	Projected
005-1640-0400-0000	MECHANICS SERVICES	4,892.00		
			297.00	Vehicle Lift Inspections 33%
			330.00	Monthly Monitoring Alarm 33%
			297.00	Boot Allowance
			330.00	Welding Supplies 33%
			247.50	Yearly Fire Extinguisher Inspection
			330.00	Annual Oil & Water Separator 33%
			1,155.00	Annual Service Waste & Fuel Oil Furnac
			470.00	Uniforms Cleaning Services 33%
			495.00	Parts Cleaning Service 33%
			726.00	Yearly Support Fee OBDII Scan Tool
			115.50	Fire Alarm Service & Inspection 33%
			99.00	Lease Tanks Haun Welding 33%
005-1640-0401-0000	MECHANICS SUPPLIES	3,861.00		
			66.00	First Aid Supply Service 33%
			3,795.00	Small Parts, Fittings, Hoses, ETC 33%
005-1640-0402-0000	MECHANICS TELEPHONE	928.00		
			753.00	Phones - Regular 33%
			175.00	Phones - Cell 33%
005-1640-0403-0000	MECHANICS ELECTRIC	485.00		
			485.00	Regular
005-1640-0404-0000	MECHANICS HEAT FUEL OIL	2,950.00		
			2,950.00	Projected
005-1640-0406-0000	MECHANICS TRAV/TRAIN	495.00		
			495.00	Regular
005-1640-0407-0000	MECHANICS BLDG MAINT	10,000.00		
			10,000.00	Building Upgrades - Diesel Tank Roof)
005-1640-0408-0000	MECHANICS VEHIC MAINT	462.00		
			462.00	Regular 33%
005-1640-0409-0000	MECHANICS VEHICLE GAS	1,155.00		
			1,155.00	Projected 33%
005-1640-0410-0000	MECHANICS EQUIP MAINT	500.00		
			500.00	Regular 33%

Account Number	Description	Total	Amount	Description
		Total Expense for Dept 1640	92,584.87	
Dept 1910				
Expense				
005-1910-0405-0000	INSURANCE COVERAGES	62,100.00		
			62,100.00	All coverages
		Total Expense for Dept 1910	62,100.00	
Dept 1940				
Expense				
005-1940-0200-0000	EQUIPMENT & CAPITAL	3,500.00		
			3,500.00	Right of way
		Total Expense for Dept 1940	3,500.00	
Dept 1950				
Expense				
005-1950-0400-0000	PROPERTY TAXES	2,704.00		
			2.00	McKenzie Pond Landfill Town
			2.00	McKenzie Pond Landfill School
			1,000.00	Sewer - Town
			1,700.00	Sewer - School
		Total Expense for Dept 1950	2,704.00	
Dept 1990				
Expense				
005-1990-0400-0000	CONTINGENCY ACCOUNT	78,500.00		
			58,500.00	Annual Contingency
			20,000.00	Employee Vacation Buyout
		Total Expense for Dept 1990	78,500.00	
Dept 3989				
Expense				
005-3989-0400-0000	PUBLIC SAFETY SERVICES	15,000.00		
			15,000.00	Public Safety Services
		Total Expense for Dept 3989	15,000.00	

Account Number	Description	Total	Amount	Description
Dept 8110				
Expense				
005-8110-0100-0000	SEWER ADMIN REG PAY	187,361.00		
			19,432.52	Deputy Clerk/Treas (33%)
			1,650.00	Trustee 4 (33%)
			32,994.80	Village Manager (33%)
			18,553.39	Account Clerk (33%)
			33,927.02	DPW Superintendent (33%)
			22,522.53	Village Treasurer (33%)
			2,972.32	Admin Asst. (5%)
			1,650.00	Trustee 1 (33%)
			1,650.00	Trustee 3 (33%)
			3,300.00	Mayor (33%)
			22,591.17	Village Clerk (33%)
			1,650.00	Trustee 2 (33%)
			4,177.20	Community Dev. Director (5%)
			20,289.98	Principal Account Clerk (33%)
005-8110-0101-0000	SEWER ADMIN O/T 1ST QTR	300.00		
			300.00	Projected
005-8110-0102-0000	SEWER ADMIN O/T 2ND QTR	300.00		
			300.00	Projected
005-8110-0103-0000	SEWER ADMIN O/T 3RD QTR	300.00		
			300.00	Projected
005-8110-0104-0000	SEWER ADMIN O/T 4TH QTR	300.00		
			300.00	Projected
005-8110-0200-0000	SANITATION EQUIPMENT	1,000.00		
			1,000.00	furniture and fixtures 33%
005-8110-0400-0000	SEWER ADMIN SERVICES	56,936.00		
			900.00	33% HSA Adminstration
			930.00	Internet 33%
			865.00	33% Website Hosting/Support
			1,450.00	Misellaneous
			264.00	Clothing Allowance (33%)
			21,000.00	33% Independent Audits
			16,269.00	33% IT Support
			297.00	33% Diamond GIS Maps
			3,000.00	33% Gen Admin Services

Account Number	Description	Total	Amount	Description
			9,761.47	33% Accounting Software - Cirrus
			1,200.00	Copiers Lease 33%
			400.00	33% Zoom
			600.00	33% Postage meter rent
005-8110-0401-0000	SEWER ADMIN SUPPLIES	1,000.00		
			1,000.00	General supplies
005-8110-0402-0000	SEWER ADMIN TELEPHONE	3,475.00		
			475.00	Phone - cell 33%
			2,250.00	Central phones - regular 33%
			750.00	DPW Phone - regular 33%
005-8110-0406-0000	SEWER ADMIN TRAV/TRAIN	2,475.00		
			2,000.00	Training
			475.00	Travel
005-8110-0418-0000	OFFICE RENT	14,500.00		
			14,500.00	Village Offices Rent (33%)
		Total Expense for Dept 8110	267,947.40	
Dept 8120				
Expense				
005-8120-0100-0000	SANT SEWERS REG PAY	264,534.00		
			31,322.30	HEO 7 (47%)
			3,045.12	HEO 1 (5%)
			3,565.12	W/WWTPO 2 (5%)
			3,395.60	DPW Supervisor 1 (5%)
			5,720.00	HEO 9 (10%)
			2,893.28	MEO 1 (5%)
			3,012.88	MEO 2 (5%)
			3,943.68	DPW Supervisor 2 (5%)
			30,383.81	HEO 6 (47%)
			25,681.55	W/WW Maint. Worker 1 (47%)
			5,682.56	MEO 4 (10%)
			20,533.76	W/WW Maint. Helper (40%)
			3,107.52	W/WWTPO 3 (5%)
			6,545.76	HEO 3 (10%)
			6,938.88	DPW Supervisor 3 (10%)
			19,977.80	Chief WWTPO (20%)
			30,663.36	HEO 8 (45%)

Account Number	Description	Total	Amount	Description
			5,713.76	MEO 3 (10%)
			30,551.04	DPW Supervisor 4 (40%)
			21,856.64	W/WW Maint. Worker 2 (40%)
005-8120-0101-0000	SANT SEWERS O/T 1ST QTR	6,000.00		
			6,000.00	Projected
005-8120-0102-0000	SANT SEWERS O/T 2ND QTR	5,500.00		
			5,500.00	Projected
005-8120-0103-0000	SANT SEWERS O/T 3RD QTR	9,000.00		
			9,000.00	Projected
005-8120-0104-0000	SANT SEWERS O/T 4TH QTR	5,500.00		
			5,500.00	Projected
005-8120-0200-0000	SANT SEWERS EQUIPMENT	77,500.00		
			27,500.00	Replacement P/U Truck 50%
			50,000.00	Park Ave. Sewer Main Upgrade
005-8120-0400-0000	SANT SEWERS SERVICES	10,168.00		
			3,000.00	Monitering Services (Manholes & Lilf)
			4,567.50	Clothing Allowance
			2,600.00	Mission Upgrades
005-8120-0401-0000	SANT SEWERS SUPPLIES	71,600.00		
			35,000.00	General Supplies
			10,000.00	Pipe, Stone, Manhole Parts
			600.00	Copies
			20,000.00	Crushing/Screening
			6,000.00	Asphalt Trench Repairs
005-8120-0402-0000	SANT SEWERS TELEPHONE	660.00		
			660.00	Regular
005-8120-0403-0000	SANT SEWERS ELECTRICITY	4,915.00		
			4,915.00	Projected
005-8120-0404-0000	SANT SEWERS HEAT FUEL OI	1,000.00		
			1,000.00	Projected
005-8120-0406-0000	SANT SEWERS TRAV/TRAIN	1,800.00		
			1,800.00	Sant Sewer Trav/Train
005-8120-0407-0000	SANT SEWERS BLDG MAINT	500.00		
			500.00	Sant Sewer BLDG Maint
005-8120-0408-0000	SANT SEWERS VEHIC MAINT	18,800.00		
			800.00	Annual Vac-Con Training
			18,000.00	Sanitary Sewers
005-8120-0409-0000	SANT SEWERS GASOLINE	8,000.00		

Account Number	Description	Total	Amount	Description
			8,000.00	Projected
005-8120-0410-0000	SANT SEWERS EQUIP MAINT	1,000.00		
			1,000.00	Sant Sewer Equip Maint
		Total Expense for Dept 8120	486,476.92	
Dept 8121				
Expense				
005-8121-0402-0000	B'DALE LIFT TELEPHONE	660.00		
			660.00	Regular
005-8121-0403-0000	B'DALE LIFT ELECTRIC	10,125.00		
			10,125.00	Projected
005-8121-0404-0000	B'DALE LIFT HEAT FUEL OIL	4,000.00		
			4,000.00	Projected
005-8121-0407-0000	B'DALE LIFT BLDG MAINT	1,000.00		
			1,000.00	Regular
005-8121-0410-0000	B'DALE LIFT EQUIP MAINT	5,000.00		
			5,000.00	Regular
		Total Expense for Dept 8121	20,785.00	
Dept 8130				
Expense				
005-8130-0100-0000	TREATMENT PLT REG PAY	252,677.00		
			46,612.80	W/WWTPO 3 (75%)
			28,433.60	W/WWTPO TRAINEE (50%)
			25,043.20	W/WW TPO 1 (43%)
			39,955.59	Chief WWTPO (40%)
			59,155.20	DPW Supervisor 2 (75%)
			53,476.80	W/WWTPO 2 (75%)
005-8130-0101-0000	TREATMENT PLT O/T 1ST QTI	5,500.00		
			5,500.00	Projected
005-8130-0102-0000	TREATMENT PLT O/T 2ND QT	5,500.00		
			5,500.00	Projected
005-8130-0103-0000	TREATMENT PLT O/T 3RD QT	7,500.00		
			7,500.00	Projected
005-8130-0104-0000	TREATMENT PLT O/T 4TH QT	5,000.00		
			5,000.00	Projected
005-8130-0400-0000	TREATMENT PLT SERVICES	83,200.00		
			8,000.00	Trojan Energy Boiler & Backflow Contra

Account Number	Description	Total	Amount	Description
			1,500.00	Waste Hauling Permit
			12,000.00	Lab Testing
			1,000.00	Crystal Rock
			50,000.00	Sludge Removal
			8,000.00	DEC Permits - SPDES
			2,700.00	Milton Cat Generator Service
005-8130-0401-0000	TREATMENT PLT SUPPLIES	69,275.00		
			4,500.00	Misc Tools & Dep Supplies
			3,000.00	Chemical & Lab Supplies
			475.00	Lime
			1,000.00	Employee Boot Allowance
			30,000.00	Pac Polly Alum Chloride
			2,300.00	Oils & Grease
			28,000.00	Polymer
005-8130-0402-0000	TREATMENT PLT TELEPHONI	2,950.00		
			2,950.00	Regular
005-8130-0403-0000	TREATMENT PLT ELECTRIC	119,225.00		
			119,225.00	Projected
005-8130-0404-0000	TREATMENT PLT HEAT FUEL	20,000.00		
			20,000.00	Projected
005-8130-0406-0000	TREATMENT PLT TRAV/TRAI	4,500.00		
			4,500.00	Regular
005-8130-0407-0000	TREATMENT PLT BLDG MAIN	2,500.00		
			2,500.00	Regular
005-8130-0408-0000	TREATMENT PLT VEHIC MAI	14,000.00		
			14,000.00	Regular
005-8130-0409-0000	TREATMENT PLT GASOLINE	9,000.00		
			9,000.00	Projected
005-8130-0410-0000	TREATMENT PLT EQUIP MAI	41,000.00		
			41,000.00	Regular + New UV Equip
		Total Expense for Dept 8130	641,827.19	
Dept 9010				
Expense				
005-9010-0800-0000	NYS EMPLOYEE RETIREMEN	93,556.00		
			93,555.81	Projected

Account Number	Description	Total		Amount	Description
			Total Expense for Dept 9010	93,555.81	
Dept 9030					
Expense					
005-9030-0800-0000	SOCSEC/MEDCARE BENEFITS	67,200.00			
				67,200.00	Projected
			Total Expense for Dept 9030	67,200.00	
Dept 9040					
Expense					
005-9040-0800-0000	WORKERS COMP BENEFITS	12,823.00			
				12,823.27	Projected
			Total Expense for Dept 9040	12,823.27	
Dept 9045					
Expense					
005-9045-0800-0000	LIFE INS EMPLOYE BENEFIT	600.00			
				600.00	Regular
			Total Expense for Dept 9045	600.00	
Dept 9055					
Expense					
005-9055-0800-0000	DISABILITY INS BENEFIT	250.00			
				250.00	Regular
			Total Expense for Dept 9055	250.00	
Dept 9060					
Expense					
005-9060-0800-0000	HOSP/MEDICAL INS BENEFIT	162,387.00			
				112,072.64	Health Premium
				50,313.90	HSA Contribution
			Total Expense for Dept 9060	162,386.54	
Dept 9710					
Expense					
005-9710-0600-0000	PRINCIPAL SERIAL BONDS	474,464.00			

Account Number	Description	Total		Amount	Description
				63,950.00	LT EFC - 05
				46,790.00	ST - EFC - 05 - 01
				200,000.00	Bond Bloomingdale Lift/Riverside
				163,724.00	ST EFC - 09
		Total Expense for Dept 9710		474,464.00	
Dept 9950					
Expense					
005-9950-0900-0000	INTERFUND TRANSFERS	3,000.00			
				3,000.00	Annual Long Term Capital Equipment
		Total Expense for Dept 9950		3,000.00	
		Totals For Fund 005			
			Expense Total:	2,517,820.00	
		Report Totals			
			Expense Total:	2,517,820.00	

3-Year Comparison (General Fund)

General Ledger
Budget Analysis

User: manager@saranaclakeny.gov
Printed: 4/25/2026 9:20:28 AM
Period 01 - 12
Fiscal Year 2027

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
					Revenue	
					R00	
-4,336,972.34	-4,449,716.69	-4,626,654.42	-4,560,147.00	001-0000-1001-0000	REAL PROPERTY TAXES	-4,687,921.00
857.93	0.00	2,989.50	0.00	001-0000-1001-0010	Real Property Tax Ovpmt Refund	0.00
1,715.86	0.00	0.00	0.00	001-0000-1001-1001	PROPRTY TAX OVERPAYMNT	0.00
-31,123.92	-34,825.57	-36,068.61	-15,150.00	001-0000-1081-0000	OTHER PILOTS	-15,150.00
16,184.35	19,545.34	20,291.16	0.00	001-0000-1081-0010	OTHER PILOTS REDISTRIBUTION	0.00
-8,246.90	-2,953.84	-2,938.29	-4,071.21	001-0000-1081-1801	MUNICIPAL SERVICES AGREEMENT (MSA)	-4,071.00
0.00	0.00	0.00	0.00	001-0000-1089-0000	OTHER TAX ITEMS	-582.00
-39,571.60	-42,891.61	-18,142.28	-40,000.00	001-0000-1090-0000	INTERESTPENALTY ON TAXES	-20,000.00
-61,586.80	-33,322.13	-16,602.15	-100,000.00	001-0000-1116-0000	Tax on Adult-Use Cannabis	-45,000.00
-38,873.31	-28,848.97	-14,710.52	-35,000.00	001-0000-1120-0000	NON-PROP TAX BY COUNTY	-20,000.00
-44,762.67	-51,619.49	-61,066.68	-40,000.00	001-0000-1130-0000	UTILITY GROSS RECEIPT TAX	-40,000.00
-76,270.11	-69,166.29	-67,954.53	-80,000.00	001-0000-1170-0000	FRANCHISE TAXES	-70,000.00
0.00	0.00	0.00	0.00	001-0000-1230-0000	TREASURER FEES	0.00
-26.00	0.00	-140.00	0.00	001-0000-1255-0000	CLERK FEES	0.00
-800.00	-830.00	-770.00	-575.00	001-0000-1520-0000	POLICE FEES	-600.00
-3,762.38	-314.24	-160.00	-2,500.00	001-0000-1520-0211	IMPOUND FEES	-3,000.00
-8,140.53	-5,695.00	-4,000.00	-5,500.00	001-0000-1520-0212	PARKING TICKETS	-5,500.00
-6,905.26	-7,530.00	-6,280.00	-7,500.00	001-0000-1520-0214	POLICE SERVICES FEE	-7,500.00
0.00	0.00	-1,616.00	0.00	001-0000-1589-0070	PUBLC SAFTY PD - ESSEX COUNTY	0.00
-94,332.00	0.00	0.00	0.00	001-0000-1589-0075	PUBLC SAFTY PD - FRANKLIN COUNTY	0.00
-12,458.77	-12,615.36	-9,690.26	-10,000.00	001-0000-1603-0000	VITAL STATISTICS FEES	-10,000.00
470.00	0.00	0.00	0.00	001-0000-1603-0010	VITAL STAT FEE FOR REGISTRAR	0.00
-227,074.80	-262,976.00	-245,322.00	-267,621.39	001-0000-1640-0000	AMBULANCE REIMBURSEMENTS	-267,971.00
-3,750.01	0.00	0.00	0.00	001-0000-2002-1111	PARKS - 6 ER PROGRAM	0.00
-850.00	-3,025.00	-2,175.00	-1,000.00	001-0000-2002-1112	PARKS - USE FEES	-2,000.00
-102,006.79	-103,597.50	-109,704.55	-105,000.00	001-0000-2002-1113	PARKS - PISGAH SALES	-110,000.00
3,300.00	-3,300.00	-2,775.00	-5,000.00	001-0000-2002-1114	PARKS - LOCKER SALES	-3,000.00
0.00	0.00	0.00	0.00	001-0000-2002-1115	PARKS - DOWNTOWN PROGRAM	0.00
0.00	0.00	0.00	0.00	001-0000-2002-1119	PARKS - WORLDLOCAL SNOWSHOE EVENT	0.00
0.00	-500.00	-300.00	0.00	001-0000-2002-1121	PARKS - FOOD TRUCK PERMIT FEES	0.00
-1,100.00	0.00	-500.00	-2,000.00	001-0000-2110-0000	ZONING FEES	-500.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
-26,400.00	-300.00	-2,650.00	-3,000.00	001-0000-2110-2111	ZONING FEES.SPECIAL USE PERMIT	-3,000.00
0.00	-26,525.00	-23,650.00	-27,000.00	001-0000-2110-2112	ZONING FEES.STR PERMIT	-24,500.00
-2,150.00	-1,150.00	-1,100.00	-1,500.00	001-0000-2115-0000	PLANNING BOARD FEES	-1,000.00
0.00	-2,504.75	0.00	0.00	001-0000-2170-0000	COMMUNITY DEVELOP INCOME	0.00
0.00	0.00	-2,635.00	0.00	001-0000-2190-0000	OTHER CHARGES FOR SERVICES	0.00
-699,529.08	-504,032.55	-406,644.58	-504,032.55	001-0000-2262-0000	FIRE PROTECT OTHER GOVT	-570,777.00
-201,538.08	-173,183.55	-93,738.00	-95,000.00	001-0000-2401-0000	INTEREST EARNED GEN FND	0.00
0.00	-133,613.06	-57,280.00	-15,000.00	001-0000-2401-0001	INTEREST EARNED RESERVE	-35,000.00
-4,629.38	0.00	-1,102.00	-1,513.00	001-0000-2401-1910	INTEREST EARNINGS.INSURANCE RESERVE FUND	-1,525.00
-32,487.20	0.00	-8,337.00	-20,000.00	001-0000-2401-2000	INTEREST STREET RESERVE	-20,000.00
-5,349.97	0.00	-3,445.00	-5,500.00	001-0000-2401-5410	INTEREST SIDEWALKS RESERVE	-7,500.00
-11,659.50	0.00	-1,001.00	-6,200.00	001-0000-2401-6000	INTEREST EQUIP RESERVE	-6,200.00
0.00	0.00	-55.00	0.00	001-0000-2401-7000	INTEREST FIRE EQUIPMENT	0.00
-573.87	0.00	-672.00	-2,000.00	001-0000-2401-8000	INTEREST FIRE STATION RESERVE	-2,000.00
-8,961.58	0.00	-5,178.00	-10,500.00	001-0000-2401-9000	INTEREST FIRE VEHICLE	-25,000.00
-126,503.12	0.00	-21,398.00	-78,000.00	001-0000-2401-9011	INTEREST PUBLIC SAFETY FACILIT	-70,000.00
-88,744.36	-20,187.92	-3,756.10	-4,672.00	001-0000-2410-0000	RENTAL PROPERTY PRIVATE	-5,125.00
-28,234.02	-25,472.02	-20,101.15	-20,580.00	001-0000-2410-0033	RENTAL OF REAL PROPERTY - SL HOT HOUSE	-25,500.00
0.00	0.00	0.00	0.00	001-0000-2501-0000	BUSINESS LICENSES	0.00
-25.00	-50.00	-75.00	-150.00	001-0000-2530-0000	GAMES OF CHANCE	0.00
-24,110.53	-55,754.51	-13,058.98	-20,000.00	001-0000-2555-0000	BUILDINGALTERATN PERMIT	-20,000.00
-28,977.57	-22,937.20	-12,551.20	-17,245.00	001-0000-2560-0000	STREET OPENING PERMIT	-18,775.00
0.00	0.00	0.00	0.00	001-0000-2610-0000	FINES & FORFEITURED BAIL	0.00
-19,443.20	-1,423.20	-2,245.38	-7,800.00	001-0000-2650-0000	SALE SCRAPEXCESS MATRL	-7,270.00
-171,228.00	-41,395.00	-79,189.00	-22,700.00	001-0000-2665-0000	SALE OF EQUIPMENT	-78,240.00
0.00	0.00	0.00	0.00	001-0000-2665-6000	SALE OF EQUIPMENT.EQUIPMENT RESERVE FUND	0.00
-22,438.00	-35,252.86	-32,925.61	-14,000.00	001-0000-2680-0000	INSURANCE RECOVERIES	-23,235.00
0.00	-6,475.93	-7,911.84	-6,000.00	001-0000-2690-0000	OTHER COMPENSATION FOR LOSS	-7,000.00
-1,201.17	-6,470.33	0.00	-2,500.00	001-0000-2701-0000	REFND PRIOR YEAR EXPENSE	-2,555.00
-12,480.44	-43,788.00	-26,833.00	-20,000.00	001-0000-2705-0000	GIFTS AND DONATIONS	-50,000.00
-7,250.00	-15,000.00	-15,600.00	-14,500.00	001-0000-2705-1116	CONCERT SERIES	-14,500.00
0.00	0.00	0.00	0.00	001-0000-2705-1122	WALK OF FAME	0.00
0.00	0.00	0.00	0.00	001-0000-2706-0000	Grants from Local Governments	0.00
0.00	0.00	0.00	0.00	001-0000-2706-0010	Franklin County Tourism Grants	0.00
0.00	0.00	0.00	0.00	001-0000-2706-0020	North Elba - LEAF Grants	0.00
-50,288.00	-53,806.00	0.00	-50,288.00	001-0000-2750-0000	AIM RELATED PMTS	0.00
-121,500.00	0.00	0.00	0.00	001-0000-2760-0010	FRANKLIN COUNTY TOURISM GRANTS	0.00
-175,000.00	-7,500.00	0.00	0.00	001-0000-2760-0020	NORTH ELBA - LEAF GRANTS	0.00
-1,101.25	-16,669.60	-16,656.75	-4,000.00	001-0000-2770-0000	UNCLASSIFIED REVENUES	-3,000.00
0.00	0.00	0.00	-90,000.00	001-0000-2801-0000	INTERFUND REVENUES	0.00
-511,751.28	0.00	0.00	0.00	001-0000-2814-0000	TRNSFR FROM CAPITAL PROJECT	0.00
0.00	0.00	-53,806.00	0.00	001-0000-3001-0000	STATE AID - PER CAPITA	-55,600.00
-18,784.32	-32,434.57	-45,200.33	-18,000.00	001-0000-3005-0000	STATE AID MORTGAGE TAX	-26,975.00
-20,000.00	-25,000.00	-54,884.92	-25,000.00	001-0000-3089-0000	STATE AID - MEMBER ITEM	0.00
-24,785.40	-254,347.29	-31,400.00	0.00	001-0000-3389-0000	STATE AID PUBLC SAFTY OTHER	0.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
-176,772.51	-225,507.58	-288,343.02	-250,000.00	001-0000-3501-0000	STATE AID CHIPS AID	-295,000.00
-173,819.60	-66,835.60	0.00	0.00	001-0000-3889-0000	STATE AID-OTHR CULT & RECREATN..	0.00
0.00	0.00	0.00	0.00	001-0000-4089-0000	FEDERAL AID - GENERAL	0.00
-146,392.81	0.00	0.00	0.00	001-0000-5031-0000	INTERFUND TRANSFERS	0.00
0.00	-12,080.00	0.00	0.00	001-0000-5031-6000	INTERFUND TRNSFR EQUIP RESRV	0.00
-8,020,195.29	***-6,903,878.87***	***-6,537,713.49***	***-6,637,745.15***		***R00***	***-6,712,072.00***
8,020,195.29	**6,903,878.87**	**6,537,713.49**	**6,637,745.15**		**Revenue**	**6,712,072.00**
					Expense	
					E00	
0.00	0.00	20,500.00	0.00	001-0000-6030-0000	Local Assistance	0.00
6,800.00	6,800.00	6,800.00	6,800.00	001-1010-0100-0000	BOARD REGULAR PAY	6,800.00
150.00	381.40	842.76	475.00	001-1010-0400-0000	BOARD SERVICES	475.00
68.56	156.96	160.93	825.00	001-1010-0401-0000	BOARD SUPPLIES	825.00
0.00	450.00	570.00	1,500.00	001-1010-0406-0000	BOARD TRAVTRAIN	1,500.00
3,400.00	3,400.00	3,400.00	3,400.00	001-1210-0100-0000	MAYOR REGULAR PAY	3,400.00
0.00	368.90	101.95	500.00	001-1210-0400-0000	MAYOR SERVICES	500.00
266.50	18.00	0.00	250.00	001-1210-0401-0000	MAYOR SUPPLIES	250.00
0.00	0.00	0.00	600.00	001-1210-0406-0000	MAYOR TRAVTRAIN	600.00
31,067.46	32,820.60	30,777.94	35,750.59	001-1230-0100-0000	MANAGER REG PAY	33,994.64
386.75	288.00	171.00	375.00	001-1230-0400-0000	MANAGER SERVICES	375.00
361.84	285.96	16.99	300.00	001-1230-0401-0000	MANAGER SUPPLIES	300.00
484.47	503.25	395.14	200.00	001-1230-0402-0000	MANAGER TELEPHONE	500.00
901.47	818.89	1,273.55	1,500.00	001-1230-0406-0000	MANAGER TRAVTRAIN	1,500.00
0.00	420.00	0.00	400.00	001-1230-0408-0000	MANAGER VEHIC MAINT	0.00
114.51	0.00	0.00	250.00	001-1230-0409-0000	MANAGER VEHIC GAS	250.00
8,868.56	3,676.58	8,502.07	5,135.00	001-1320-0400-0000	AUDITING SERVICES	22,000.00
21,802.69	24,839.21	20,549.77	24,382.00	001-1325-0100-0000	TREASURER REG PAY	23,205.03
504.80	0.18	2,550.00	400.00	001-1325-0400-0000	TREASURER SERVICES	400.00
160.90	592.18	191.73	300.00	001-1325-0401-0000	TREASURER SUPPLIES	300.00
434.13	483.78	385.05	500.00	001-1325-0402-0000	TREASURER PHONE	500.00
709.97	134.70	35.00	2,500.00	001-1325-0406-0000	TREASURER TRAVTRAIN	2,500.00
0.00	0.00	0.00	2,500.00	001-1380-0400-0000	FISCAL AGENT SERVICES	2,500.00
21,647.82	22,687.69	20,498.53	24,415.36	001-1410-0100-0000	CLERK PAYROLL REGULAR	23,275.75
3,838.16	2,860.26	2,966.87	4,300.00	001-1410-0400-0000	CLERK SERVICES	6,800.00
1,586.28	1,145.40	932.17	1,500.00	001-1410-0401-0000	CLERK SUPPLIES	1,500.00
675.47	308.70	0.00	1,500.00	001-1410-0406-0000	CLERK TRAVTRAIN	1,000.00
46,393.16	19,952.88	16,574.95	38,470.00	001-1420-0400-0000	LEGAL SERVICES	38,670.00
0.00	0.00	0.00	100.00	001-1430-0400-0000	PERSONNEL SERVICES	0.00
70,052.96	184,088.75	92,365.62	52,000.00	001-1440-0400-0000	ENGINSURVY SERVICES	37,700.00
1,828.60	0.00	1,042.59	2,050.00	001-1450-0400-0000	ELECTIONS SERVICES	0.00
659.90	0.00	105.78	1,000.00	001-1450-0401-0000	ELECTIONS SUPPLIES	0.00
200.00	0.00	540.00	2,000.00	001-1460-0400-0000	RECORDS MGMT SERVICES	1,000.00
0.00	200.00	0.00	500.00	001-1460-0401-0000	RECORDS MGMT SUPPLIES	500.00
34,471.87	34,755.03	31,837.81	35,644.86	001-1490-0100-0000	PUBWRK ADMIN REG PAY	34,955.11
304.42	164.22	342.05	300.00	001-1490-0400-0000	PUBWRK ADMIN SERVICES	300.00
1,504.72	671.91	149.98	1,500.00	001-1490-0401-0000	PUBWRK ADMIN SUPPLIES	1,500.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
906.75	979.26	845.34	1,280.00	001-1490-0402-0000	PUBWRK ADMIN PHONE	1,280.00
0.00	0.00	0.00	500.00	001-1490-0408-0000	PUBWRK ADMIN VEHIC MAINT	500.00
55,960.68	54,036.20	54,034.01	58,669.03	001-1610-0100-0000	CENTRAL OFFICE REG PAY	60,041.84
59.27	31.55	6.12	250.00	001-1610-0101-0000	CENTRAL OT 1ST QTR	250.00
6.41	13.16	0.00	250.00	001-1610-0102-0000	CENTRAL OT 2ND QTR	250.00
3.21	0.00	40.56	250.00	001-1610-0103-0000	CENTRAL OT 3RD QTR	250.00
12.31	69.23	0.00	250.00	001-1610-0104-0000	CENTRAL OT 4TH QTR	250.00
599.98	4,857.56	407.37	1,030.00	001-1610-0200-0000	CENTRAL OFFICE EQUIP	1,030.00
6,895.23	11,086.29	3,908.69	10,008.00	001-1610-0400-0000	CENTRAL OFFICE SERVICES	9,927.00
4,384.05	3,079.72	1,512.49	4,000.00	001-1610-0401-0000	CENTRAL OFFICE SUPPLIES	3,000.00
1,571.34	1,626.31	1,639.57	2,700.00	001-1610-0402-0000	TELEPHONECELLPHONE	2,700.00
16.47	7.20	0.00	500.00	001-1610-0406-0000	CENTRAL OFFICE TRAVTRAIN	500.00
0.00	0.00	0.00	0.00	001-1610-0408-0000	CENTRAL OFFICE VEH MAINT	500.00
12,830.24	14,296.66	14,614.22	14,614.22	001-1610-0418-0000	OFFICE RENT	14,940.00
425.00	869.53	0.00	0.00	001-1620-0200-0000	MAIN OFFICE BLDG EQUIP	0.00
9,777.74	18,315.12	4,544.40	17,730.00	001-1620-0400-0000	MAIN OFFICE BLDG SERVICES	7,780.00
467.01	452.79	0.00	500.00	001-1620-0401-0000	MAIN OFFICE BLDG SUPPLIES	500.00
24,785.38	27,038.28	24,167.53	12,000.00	001-1620-0403-0000	MAIN OFFICE ELECTRICITY	20,000.00
11,536.89	10,914.26	11,509.34	8,500.00	001-1620-0404-0000	MAIN OFFICE HEAT FUEL OIL	10,000.00
0.00	0.00	0.00	0.00	001-1620-0404-0405	HEAT FUEL OILPROPANE.REA BUILDING- HEADSTART	0.00
11,106.59	15,290.60	8,605.11	15,000.00	001-1620-0407-0000	MAIN OFFICE BLDG MAINT	15,000.00
59,305.23	57,129.83	53,440.60	60,176.32	001-1640-0100-0000	MECHANICS REGULAR PAY	67,397.61
21.75	217.71	212.99	1,000.00	001-1640-0101-0000	MECHANICS OT 1ST QTR	1,000.00
126.42	178.52	393.93	1,000.00	001-1640-0102-0000	MECHANICS OT 2ND QTR	1,000.00
654.53	1,080.55	837.81	1,500.00	001-1640-0103-0000	MECHANICS OT 3RD QTR	1,500.00
498.85	197.75	172.00	1,000.00	001-1640-0104-0000	MECHANICS OT 4TH QTR	1,000.00
28,656.69	15,940.28	19,462.82	20,400.00	001-1640-0200-0000	MECHANICS EQUIPMENT	0.00
3,588.43	4,593.67	2,120.72	5,202.00	001-1640-0400-0000	MECHANICS SERVICES	5,046.00
1,864.75	3,847.45	1,748.16	3,876.00	001-1640-0401-0000	MECHANICS SUPPLIES	4,182.00
436.38	499.43	482.27	955.00	001-1640-0402-0000	MECHANICS TELEPHONE	955.00
0.00	324.75	0.00	500.00	001-1640-0403-0000	MECHANICS ELECTRICITY	500.00
2,674.93	1,882.72	2,265.40	3,000.00	001-1640-0404-0000	MECHANICS HEAT FUEL OIL	3,000.00
16.47	7.20	0.00	510.00	001-1640-0406-0000	MECHANICS TRAVTRAIN	510.00
37,072.95	40,280.91	1,086.82	17,425.00	001-1640-0407-0000	MECHANICS BLDG MAINT	10,000.00
473.39	188.40	115.78	408.00	001-1640-0408-0000	MECHANICS VEHICLE MAINT	500.00
989.18	817.68	730.36	1,030.00	001-1640-0409-0000	MECHANICS VEHICLE GAS	1,190.00
0.00	0.00	1,051.26	782.00	001-1640-0410-0000	MECHANICS EQUIP MAINT	515.00
1,272.26	3,914.88	3,999.99	4,000.00	001-1680-0200-0000	DATA PROC EQUIPMENT	4,000.00
45,101.26	30,099.68	36,422.05	28,506.24	001-1680-0400-0000	DATA PROC SERVICES	29,625.27
49,782.00	53,174.16	55,476.09	55,000.00	001-1910-0405-0000	INSURANCE COVERAGES	61,050.00
2,903.00	2,910.00	2,915.00	3,075.00	001-1920-0400-0000	MUNICIPAL DUES SERVICES	3,175.00
357,140.61	5,000.00	4,800.00	10,000.00	001-1940-0400-0000	PURCH LANDRIGHTOWAY SERVICES	10,000.00
10,882.05	11,324.21	11,338.76	11,522.00	001-1950-0400-0000	TAX ON MUNICIPAL PROP SERVICES	11,504.00
0.00	0.00	2,081.81	0.00	001-1989-0403-0000	MUNICIPAL BUILDING ELECTRICITY	1,325.00
0.00	0.00	1,648.13	0.00	001-1989-0404-0000	MUNICIPAL BUILDING FUEL OIL	3,000.00
0.00	0.00	2,218.00	0.00	001-1989-0407-0000	MUNICIPAL BUILDING MAINTENANCE	2,500.00
0.00	0.00	0.00	150,000.00	001-1990-0400-0000	CONTINGENCY ACCOUNT	141,000.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
929,044.55	845,531.25	704,928.71	921,570.55	001-3120-0100-0000	POLICE REGULAR PAY	917,048.85
55,000.82	25,419.27	21,938.27	30,000.00	001-3120-0101-0000	POLICE OT PAY 1ST QTR	30,000.00
26,202.51	21,432.14	35,150.63	30,000.00	001-3120-0102-0000	POLICE OT PAY 2ND QTR	30,000.00
23,872.97	23,435.21	20,648.84	30,000.00	001-3120-0103-0000	POLICE OT PAY 3RD QTR	30,000.00
28,804.08	23,674.08	7,082.20	30,000.00	001-3120-0104-0000	POLICE OT PAY 4TH QTR	30,000.00
181,819.00	296,124.44	184,901.66	86,500.00	001-3120-0200-0000	POLICE EQUIPMENT	55,000.00
5,789.90	0.00	0.00	0.00	001-3120-0200-0020	PD IDDP GRANT - GTSC EQUIP	0.00
35,158.30	36,977.28	53,578.90	48,700.00	001-3120-0400-0000	POLICE SERVICES	63,200.00
0.00	0.00	7,306.94	1,500.00	001-3120-0400-0030	POLICE COMM OUTREACH	1,500.00
20,787.13	21,253.33	9,242.59	21,450.00	001-3120-0401-0000	POLICE SUPPLIES	21,300.00
6,795.01	6,213.59	7,438.85	7,650.00	001-3120-0402-0000	POLICE TELEPHONE	7,650.00
256.34	138.84	0.00	2,000.00	001-3120-0403-0000	POLICE ELECTRICITY	3,000.00
0.00	0.00	8,085.85	6,500.00	001-3120-0404-0000	POLICE HEAT FUEL OIL	10,000.00
39,015.51	45,000.00	48,089.37	50,000.00	001-3120-0405-0000	POLICE INSURANCE	55,500.00
26,101.42	7,333.41	15,084.52	16,500.00	001-3120-0406-0000	POLICE TRAVTRAIN	16,500.00
921.22	251.91	2,724.91	2,500.00	001-3120-0407-0000	POLICE BLDG MAINT	2,500.00
19,487.98	16,144.38	8,852.75	15,000.00	001-3120-0408-0000	POLICE VEHICLE MAINT	12,000.00
23,882.86	23,563.80	20,263.22	23,500.00	001-3120-0409-0000	POLICE GASOLINE	25,000.00
1,600.00	910.01	118.80	1,500.00	001-3120-0410-0000	POLICE EQUIP MAINT	3,000.00
173,254.00	290,569.00	280,764.00	308,764.00	001-3120-0810-0000	POLICE STATE RETIREMENT	293,068.00
81,312.25	77,470.48	0.00	79,020.00	001-3120-0830-0000	POLICE SOCIAL SECURITY	80,600.29
19,666.41	19,079.95	18,647.22	18,647.22	001-3120-0840-0000	POLICE WORKERS COMP INS	17,142.16
640.68	92.40	46.20	1,000.00	001-3120-0845-0000	POLICE LIFE INSURANCE	500.00
241,482.15	138,048.88	150,370.82	299,888.56	001-3120-0860-0000	POLICE HOSPMEDICAL INS	257,605.14
2,985.60	892.80	1,948.80	4,000.00	001-3120-0870-0000	POLICE DENTAL INSURANCE	3,230.00
0.00	0.00	0.00	0.00	001-3320-0401-0000	ON ST PARKING SUPPLIES	0.00
242,544.27	248,888.41	232,663.37	322,103.17	001-3410-0100-0000	FIRE DEPT REG PAY	366,457.02
32,777.10	29,224.85	40,141.58	40,800.00	001-3410-0101-0000	FIRE DEPT OT 1ST QTR	40,800.00
32,389.55	40,017.34	41,900.41	40,800.00	001-3410-0102-0000	FIRE DEPT OT 2ND QTR	40,800.00
39,494.30	29,306.70	30,976.17	40,800.00	001-3410-0103-0000	FIRE DEPT OT 3RD QTR	40,800.00
38,625.32	38,127.47	28,920.34	40,800.00	001-3410-0104-0000	FIRE DEPT OT 4TH QTR	40,800.00
32,453.00	1,282,136.50	159.99	10,000.00	001-3410-0200-0000	FIRE EQUIPMENT	10,000.00
74,392.71	12,420.21	19,100.34	25,475.00	001-3410-0400-0000	FIRE SERVICES	26,700.00
5,296.30	5,678.02	39,367.11	44,100.00	001-3410-0401-0000	FIRE SUPPLIES	45,000.00
92,200.00	92,200.00	46,100.00	92,200.00	001-3410-0401-3410	FIRE VOLUNTEER CONTRIB	92,200.00
3,975.46	4,099.92	4,133.36	4,800.00	001-3410-0402-0000	FIRE TELEPHONE	4,800.00
5,621.17	5,549.75	7,621.79	5,000.00	001-3410-0403-0000	FIRE ELECTRICITY	7,675.00
12,956.37	12,904.39	11,755.09	12,500.00	001-3410-0404-0000	FIRE HEAT FUEL OIL	12,500.00
17,986.00	18,855.83	23,329.78	19,500.00	001-3410-0405-0000	FIRE INSURANCE	21,645.00
411.47	7.20	1,396.94	1,000.00	001-3410-0406-0000	FIRE TRAVTRAIN	1,000.00
1,322.81	2,007.43	43,017.59	43,200.00	001-3410-0407-0000	FIRE BUILDING MAINT	2,000.00
15,399.60	13,252.33	20,161.79	22,900.00	001-3410-0408-0000	FIRE VEHICLE MAINT	22,900.00
4,839.68	4,544.44	3,911.67	6,250.00	001-3410-0409-0000	FIRE VEHICLE GAS	6,250.00
4,607.85	5,000.00	1,854.68	5,000.00	001-3410-0410-0000	FIRE EQUIPMENT MAINT	5,000.00
42,655.50	54,078.65	58,476.04	64,375.00	001-3410-0810-0000	FIRE STATE RETIREMENT	68,935.86
29,516.04	36,188.10	0.00	36,915.00	001-3410-0830-0000	FIRE SOCIAL SECURITY	37,650.10
8,189.09	6,602.22	6,452.48	6,452.48	001-3410-0840-0000	FIRE WORKERS COMP INS	5,931.69
180.18	0.00	4.04	312.00	001-3410-0845-0000	FIRE LIFE INSURANCE	312.00
78,342.86	69,285.84	94,128.83	98,121.83	001-3410-0860-0000	FIRE HOSPMEDI INS	101,878.55

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
0.00	0.00	0.00	0.00	001-3410-0870-0000	FIRE DENTAL INSURANCE	0.00
7,670.00	7,820.00	7,975.00	7,980.00	001-3510-0400-0000	ANIMAL CONTROL SERVICES	8,139.60
73,123.43	79,810.89	70,453.63	86,672.53	001-3620-0100-0000	CODE ENFRC REGULAR PAY	85,311.00
48.19	104.14	148.65	130.00	001-3620-0101-0000	CODE ENFRC OT 1ST QTR	130.00
40.77	111.58	160.28	130.00	001-3620-0102-0000	PAYROLL OT 2ND QTR	130.00
92.75	193.37	150.69	130.00	001-3620-0103-0000	PAYROLL OT 3RD QTR	130.00
44.15	118.99	608.77	130.00	001-3620-0104-0000	PAYROLL OT 4TH QTR	130.00
0.00	10,000.00	0.00	0.00	001-3620-0200-0000	CODE ENFRC EQUIPMENT	0.00
10,311.14	13,703.84	12,895.91	23,695.00	001-3620-0400-0000	CODE ENFRC SERVICES	7,460.00
174.54	411.83	93.61	500.00	001-3620-0401-0000	CODE ENFRC SUPPLIES	500.00
825.39	483.78	385.05	500.00	001-3620-0402-0000	CODE ENFRC PHONE	500.00
233.27	7.20	2,709.40	2,575.00	001-3620-0406-0000	CODE ENFRC TRAVTRAIN	3,000.00
52.50	922.94	487.47	750.00	001-3620-0408-0000	CODE ENFRC VEHIC MAINT	600.00
143.11	37.55	256.06	725.00	001-3620-0409-0000	CODE ENFRC VEHICLE GAS	700.00
49,116.00	57,000.00	61,795.00	61,795.00	001-3625-0400-0000	SL AMBULANCE SERVICE	61,797.00
1,000.00	1,000.00	1,000.00	1,000.00	001-4010-0400-0000	PUBLIC HEALTH SERVICES	1,000.00
4,507.00	350.00	390.00	0.00	001-4020-0100-0000	REGISTRAR REG PAY	0.00
0.00	5,835.00	4,375.00	6,000.00	001-4020-0400-0000	REGISTRAR SERVICES	6,500.00
310.00	508.15	36.82	600.00	001-4020-0401-0000	REGISTRAR SUPPLIES	600.00
196,501.52	221,071.16	216,132.60	220,921.82	001-5110-0100-0000	STREET MAINT REG PAY	259,963.60
3,476.89	3,220.18	2,244.17	3,000.00	001-5110-0101-0000	STREET MAINT OT 1ST QTR	3,000.00
1,541.91	1,491.09	4,431.12	2,000.00	001-5110-0102-0000	STREET MAINT OT 2ND QTR	2,000.00
5,406.23	9,110.25	9,455.67	9,500.00	001-5110-0103-0000	STREET MAINT OT 3RD QTR	9,500.00
2,384.97	4,410.46	3,467.62	3,500.00	001-5110-0104-0000	STREET MAINT OT 4TH QTR	3,500.00
136,377.18	5,930.21	0.00	0.00	001-5110-0200-0000	STREET MAINT EQUIPMENT	0.00
2,025.41	5,739.71	7,000.00	22,700.00	001-5110-0400-0000	STREET MAINT SERVICES	25,800.00
62,847.56	82,948.77	30,227.85	43,750.00	001-5110-0401-0000	STREET MAINT SUPPLIES	40,500.00
296.61	523.83	784.00	3,000.00	001-5110-0406-0000	STREET MAINT TRAVTRAIN	3,000.00
30,757.83	26,138.35	20,397.69	46,000.00	001-5110-0408-0000	STREET MAINT VEHCL MAINT	47,000.00
5,659.73	8,212.09	15,882.53	25,000.00	001-5110-0409-0000	STREET MAINT VEHIC GAS	25,000.00
0.00	0.00	389.98	0.00	001-5110-0410-0000	STREET MAINT EQUIP MAINT	0.00
176,812.51	249,200.00	288,343.02	250,000.00	001-5112-0200-0000	CHIPS ROAD PROJECTS	295,000.00
3,444.21	4,962.20	837.55	2,500.00	001-5132-0400-0000	DPW GARAGE SERVICES	2,600.00
1,640.66	1,988.59	1,292.64	3,500.00	001-5132-0401-0000	DPW GARAGE SUPPLIES	3,600.00
224.64	2,805.49	5,027.82	3,000.00	001-5132-0403-0000	DPW GARAGE ELECTRICITY	6,225.00
4,052.87	4,440.98	5,523.02	6,000.00	001-5132-0404-0000	DPW GARAGE HEAT FUEL OIL	6,000.00
3,332.47	12,074.64	3,527.18	12,000.00	001-5132-0407-0000	DPW GARAGE BLDG MAINT	12,000.00
215,180.00	221,630.57	221,550.23	237,497.72	001-5142-0100-0000	SNOW REMVL REG PAY	282,852.96
3,946.10	3,411.06	2,390.56	3,500.00	001-5142-0101-0000	SNOW REMVL OT 1ST QTR	3,500.00
1,715.47	1,518.71	4,415.87	2,000.00	001-5142-0102-0000	SNOW REMVL OT 2ND QTR	2,000.00
6,242.64	8,912.71	9,559.81	9,000.00	001-5142-0103-0000	SNOW REMVL OT 3RD QTR	9,000.00
2,693.11	4,334.09	3,706.06	1,500.00	001-5142-0104-0000	SNOW REMVL OT 4TH QTR	1,500.00
125,000.00	13,305.48	0.00	2,000.00	001-5142-0200-0000	SNOW REMVL EQUIP	7,500.00
500.00	450.00	12,500.00	12,500.00	001-5142-0400-0000	SNOW REMVL SERVICES	13,500.00
50,128.59	56,870.47	44,861.56	54,300.00	001-5142-0401-0000	SNOW REMVL SUPPLIES	44,300.00
265.83	297.26	279.09	300.00	001-5142-0403-0000	SNOW REMVL ELECTRIC	270.00
16.47	7.20	35.00	500.00	001-5142-0406-0000	SNOW REMVL TRAVTRAIN	500.00
47,860.82	73,423.93	69,880.73	84,500.00	001-5142-0408-0000	SNOW REMVL VEHIC MAINT	70,000.00
48,487.91	44,380.23	34,347.11	35,000.00	001-5142-0409-0000	SNOW REMVL GASOLINE	35,000.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
0.00	3,925.50	4,494.04	4,000.00	001-5142-0410-0000	SNOW REMVL EQUIP MAINT	4,000.00
22,612.49	25,153.36	63,044.36	10,000.00	001-5182-0403-0000	STREET LIGHT ELECTRIC	45,000.00
73,735.29	94,456.60	91,741.58	84,019.36	001-5410-0100-0000	SIDEWLK REGULAR PAY	105,002.56
1,356.26	1,458.85	891.63	2,000.00	001-5410-0101-0000	SIDEWLK OT 1ST QTR	2,000.00
482.78	485.56	2,053.45	1,000.00	001-5410-0102-0000	SIDEWLK OT 2ND QTR	1,000.00
2,272.35	4,431.46	4,374.23	5,000.00	001-5410-0103-0000	SIDEWLK OT 3RD QTR	5,000.00
864.08	1,961.53	1,354.40	1,500.00	001-5410-0104-0000	SIDEWLK OT 4TH QTR	1,500.00
0.00	42,967.20	3,874.10	60,000.00	001-5410-0400-0000	SIDEWLK SERVICES	10,000.00
-4,489.99	1,440.43	15,918.49	10,000.00	001-5410-0401-0000	SIDEWLK SUPPLIES	12,000.00
23,347.15	23,785.53	24,305.64	24,400.00	001-5650-0400-0000	OFF ST PARKING SERVICES	24,750.00
0.00	0.00	347.32	2,000.00	001-5650-0401-0000	OFF ST PARKING SUPPLIES	2,500.00
642.40	514.06	519.44	1,000.00	001-5650-0403-0000	OFF ST PARKING ELECTRIC	5,000.00
97,024.89	66,098.68	46,030.64	35,000.00	001-6410-0400-0000	PUBLICITY SERVICES	35,000.00
0.00	0.00	0.00	0.00	001-6410-0400-1111	6 ER PROGRAM	0.00
11,344.56	8,295.36	6,440.76	10,000.00	001-6410-0400-1115	DOWNTOWN PROGRAM	10,000.00
14,162.60	12,100.50	11,181.00	14,500.00	001-6410-0400-1116	CONCERT SERIES	14,500.00
0.00	0.00	2,500.00	2,500.00	001-6410-0400-1117	MOVIE NIGHT	2,500.00
0.00	1,500.00	0.00	2,500.00	001-6410-0400-1122	WALK OF FAME	2,500.00
949.44	4,170.61	327.81	4,500.00	001-6410-0401-0000	PUBLICITY SUPPLIES	1,500.00
198.95	0.00	0.00	0.00	001-6789-0400-0000	PURCHASED SERVICES	0.00
84,362.64	76,858.52	85,294.42	102,462.85	001-7110-0100-0000	PARKS REG PAY	84,023.68
665.52	360.54	275.81	1,250.00	001-7110-0101-0000	PARKS OT 1ST QTR	1,250.00
1,666.19	748.55	2,065.97	1,250.00	001-7110-0102-0000	PARKS OT 2ND QTR	1,250.00
10,884.41	9,787.36	9,030.38	10,000.00	001-7110-0103-0000	PARKS OT 3RD QTR	10,000.00
1,363.98	1,569.64	2,094.81	1,250.00	001-7110-0104-0000	PARKS OT 4TH QTR	1,250.00
73,402.88	13,333.73	3,333.33	10,000.00	001-7110-0200-0000	PARKS EQUIPMENT	10,000.00
25,974.49	44,367.15	29,455.54	38,400.00	001-7110-0400-0000	PARKS SERVICES	37,660.00
9,357.44	0.00	0.00	0.00	001-7110-0400-8500	PURCHASED SERVICES.LANDFILL	0.00
11,380.18	17,690.52	13,366.63	15,000.00	001-7110-0401-0000	PARKS SUPPLIES	15,700.00
84.11	193.52	154.02	240.00	001-7110-0402-0000	PARKS TELEPHONE	240.00
1,350.65	2,211.78	5,708.00	2,000.00	001-7110-0403-0000	PARKS ELECTRIC	2,360.00
734.94	1,584.37	2,036.96	2,000.00	001-7110-0408-0000	PARKS VEHIC MAINT	5,000.00
2,090.29	2,460.88	2,926.78	3,000.00	001-7110-0409-0000	PARKS GASOLINE	4,000.00
57.98	245.00	471.36	1,500.00	001-7110-0410-0000	PARKS EQUIP MAINT	1,500.00
1,139.18	998.49	633.86	1,500.00	001-7140-0403-0000	RECRTION AREA ELECTRIC	620.00
65,792.98	38,610.69	47,872.50	141,681.42	001-7180-0100-0000	BEACH REG PAY	132,461.84
3,645.00	365.63	0.00	3,000.00	001-7180-0101-0000	BEACH OT PAY 1ST QTR	3,000.00
2,260.00	1,976.50	-2,638.50	2,000.00	001-7180-0400-0000	BEACH SERVICES	2,580.00
6,228.82	14,063.62	1,604.69	1,500.00	001-7180-0401-0000	BEACH SUPPLIES	2,300.00
355.42	438.33	421.41	900.00	001-7180-0402-0000	BEACH TELEPHONE	900.00
801.82	683.77	1,338.94	1,000.00	001-7180-0403-0000	BEACH ELECTRIC	1,525.00
2,063.00	2,100.00	2,885.36	2,500.00	001-7180-0405-0000	BEACH INSURANCE	2,775.00
0.00	0.00	75.00	500.00	001-7180-0406-0000	TRAVEL & TRAINING..	500.00
895.68	412.14	204.63	1,000.00	001-7180-0407-0000	BEACH BLDG MAINT	1,500.00
210.00	0.00	692.54	1,500.00	001-7181-0400-0000	SKATEBOARD FACILITY CONTRACTUAL	1,500.00
0.00	122.46	470.93	500.00	001-7181-0403-0000	Skateboard Facility Electric	525.00
117,350.97	114,135.89	145,455.61	160,962.85	001-7260-0100-0000	MT PISGAH REG PAY	142,523.68
552.07	294.98	225.65	1,000.00	001-7260-0101-0000	MT PISGAH OT 1ST QTR	1,000.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
1,363.24	612.47	1,690.33	1,000.00	001-7260-0102-0000	MT PISGAH OT 2ND QTR	1,000.00
9,931.42	9,689.74	7,465.00	10,000.00	001-7260-0103-0000	MT PISGAH OT 3RD QTR	10,000.00
1,543.48	1,284.25	1,713.95	2,000.00	001-7260-0104-0000	MT PISGAH OT 4TH QTR	2,000.00
291,568.51	30,398.36	189,998.08	24,500.00	001-7260-0200-0000	MT PISGAH EQUIPMENT	1,500.00
22,251.17	48,880.75	3,927.96	15,100.00	001-7260-0400-0000	MT PISGAH SERVICES	32,260.00
0.00	0.00	0.00	0.00	001-7260-0400-1119	PURCHASED SERVICES.WORLDLOCAL SNOWSHOE EVENT	0.00
9,344.58	13,568.49	7,808.51	13,750.00	001-7260-0401-0000	MT PISGAH SUPPLIES	8,250.00
740.18	876.80	842.95	960.00	001-7260-0402-0000	MT PISGAH TELEPHONE	960.00
25,067.83	33,229.84	44,460.36	30,000.00	001-7260-0403-0000	MT PISGAH ELECTRIC	45,000.00
3,802.23	4,019.86	4,585.78	8,000.00	001-7260-0404-0000	MT PISGAH HEAT FUEL OIL	7,000.00
2,844.00	2,900.00	2,885.36	3,000.00	001-7260-0405-0000	MT PISGAH INSURANCE	3,330.00
0.00	0.00	905.00	3,000.00	001-7260-0406-0000	MT PISGAH TRAVTRAIN	2,000.00
13,419.31	6,054.23	3,728.32	10,000.00	001-7260-0407-0000	MT PISGAH BLDG MAINT	10,000.00
9,231.98	23,399.29	6,769.87	10,000.00	001-7260-0408-0000	MT PISGAH VEHIC MAINT	10,000.00
4,922.94	3,417.13	5,823.82	4,500.00	001-7260-0409-0000	MT PISGAH VEHICLE GAS	5,500.00
10,062.06	4,380.51	2,889.29	6,500.00	001-7260-0410-0000	MT PISGAH EQUIP MAINT	6,500.00
12,000.00	15,000.00	15,000.00	15,000.00	001-7310-0400-0000	YOUTH PROG SERVICES	20,500.00
20,000.00	21,290.00	22,285.00	23,000.00	001-7550-0400-0000	CELEBRATIONS SERVICES	22,000.00
3,129.51	1,168.68	4,443.95	6,000.00	001-7550-0401-0000	CELEBRATIONS SUPPLIES	6,000.00
0.00	0.00	0.00	0.00	001-7550-0403-0000	CELEBRATIONS ELECTRIC	0.00
518.44	699.29	562.00	1,500.00	001-7550-0408-0000	CELEBRATIONS VEHCL MAINT	1,500.00
0.00	0.00	0.00	0.00	001-7550-0409-0000	CELEBRATIONS VEHIC GAS	0.00
10,330.00	10,000.00	10,000.00	10,000.00	001-7620-0400-0000	PROG FOR AGING SERVICES	10,000.00
41,057.76	48,005.08	44,121.56	51,898.13	001-8010-0100-0000	ZONING REGULAR PAY	51,251.52
72.28	156.16	222.98	200.00	001-8010-0101-0000	ZONING DEP. OT 1ST QRT	200.00
61.16	167.32	240.46	200.00	001-8010-0102-0000	Zoning Dep. OT 2nd QTR	200.00
139.13	290.06	226.06	300.00	001-8010-0103-0000	ZONING DEPT OT 3RD QTR	300.00
66.25	178.51	163.63	200.00	001-8010-0104-0000	Zoning OT Q4	200.00
8,876.92	20,523.49	9,196.47	34,600.00	001-8010-0400-0000	ZONING SERVICES	20,770.00
250.00	250.00	0.00	250.00	001-8010-0401-0000	ZONING SUPPLIES	250.00
459.27	7.20	0.00	720.00	001-8010-0406-0000	ZONING TRAVTRAIN	720.00
0.00	0.00	0.00	0.00	001-8160-0200-0000	REFUSE REMOVL EQUIP	0.00
5,983.90	6,762.70	7,184.35	8,000.00	001-8160-0400-0000	REFUSE REMOVL SERVICES	8,500.00
494.25	2,716.37	1,265.88	7,300.00	001-8160-0401-0000	REFUSE REMOVL SUPPLIES	6,800.00
0.00	72.66	29.86	1,700.00	001-8160-0408-0000	REFUSE REMOVL VEHIC MAIN	1,700.00
1,162.36	691.58	575.41	1,800.00	001-8160-0409-0000	REFUSE REMOVL GAS	1,800.00
37,623.08	23,582.15	24,576.27	40,986.02	001-8170-0100-0000	ST CLEAN REGULAR PAY	44,620.16
242.00	0.00	0.00	200.00	001-8170-0101-0000	ST CLEAN OT 1ST QTR	200.00
26.89	0.00	33.34	200.00	001-8170-0102-0000	ST CLEAN OT 2ND QTR	200.00
551.45	294.17	473.75	500.00	001-8170-0103-0000	ST CLEAN OT 3RD QTR	500.00
61.00	49.03	476.20	200.00	001-8170-0104-0000	ST CLEAN OT 4TH QTR	200.00
0.00	0.00	0.00	1,500.00	001-8170-0401-0000	ST CLEAN SUPPLIES	1,500.00
0.00	0.00	0.00	500.00	001-8170-0407-0000	BLDG MAINTEN & REPAIR..	0.00
13,449.32	12,215.17	4,102.47	15,000.00	001-8170-0408-0000	ST CLEAN VEHICLE MAINT	15,000.00
1,766.59	1,760.88	1,045.52	4,200.00	001-8170-0409-0000	ST CLEAN GASOLINE	4,200.00
46,054.26	52,982.02	48,881.08	57,487.73	001-8620-0100-0000	COM DEV REGULAR PAY	57,196.16
96.37	208.26	297.29	250.00	001-8620-0101-0000	COM DEV OT 1ST QTR	250.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
81.55	223.14	320.62	300.00	001-8620-0102-0000	COM DEV OT 2ND QTR	300.00
185.51	386.76	301.43	500.00	001-8620-0103-0000	COM DEV OT 3RD QTR	500.00
88.32	238.02	218.18	250.00	001-8620-0104-0000	COM DEV OT 4TH QTR	250.00
89,034.60	84,641.10	34,224.68	60,875.00	001-8620-0400-0000	COM DEV SERVICES	29,410.00
1,311.72	1,463.56	1,786.73	1,750.00	001-8620-0401-0000	COM DEV SUPPLIES	1,750.00
904.33	4,712.49	1,921.25	3,600.00	001-8620-0406-0000	COM DEV TRAVTRAIN	3,600.00
105,978.98	144,991.56	41,594.87	18,600.00	001-8989-0400-0000	HYDRO CONTRACT SERVICES	600.00
1.69	0.00	45.38	1,500.00	001-8989-0401-0000	HYDRO SUPPLIES	1,500.00
0.00	0.00	330.26	0.00	001-8989-0403-0000	HYDRO ELECTRICITY (EXPENSE)	0.00
0.00	0.00	0.00	0.00	001-8989-0410-0000	HYDRO EQUIP MAINT & REPAIR	0.00
151,782.50	194,253.85	208,843.00	229,451.00	001-9010-0800-0000	NYS EMPLOYEE RETIREMENT	245,707.10
93,109.71	82,188.90	184,636.33	109,400.00	001-9030-0800-0000	SOCSECMEDCARE BENEFITS	120,400.00
24,239.70	27,418.16	26,796.32	26,796.32	001-9040-0800-0000	WORKS COMP BENEFIT	24,633.53
1,476.63	2,562.15	1,991.18	2,500.00	001-9045-0800-0000	LIFE INS EMPLYE BENEFIT	2,500.00
0.00	0.00	0.00	4,000.00	001-9050-0800-0000	UNEMPLOYMENT BENEFITS	4,000.00
44.97	150.00	68.38	150.00	001-9055-0800-0000	DISABILITY INS BENEFITS	150.00
348,215.54	520,320.17	479,655.78	349,960.71	001-9060-0800-0000	HOSPMEDICAL INS BENEFIT	521,197.05
1,778.75	3,287.68	249.36	0.00	001-9070-0800-0000	DENTAL INS BENEFITS	0.00
0.00	0.00	0.00	0.00	001-9710-0600-0000	SERIAL BOND - PRINCIPAL	0.00
0.00	0.00	0.00	0.00	001-9710-0700-0000	SERIAL BOND - INTEREST	0.00
200,239.57	738,584.20	394,118.50	90,000.00	001-9950-0900-0000	INTERFND TRNS CAPTL PROJ	90,000.00
7,349,234.43	***8,766,571.48***	***6,633,490.87***	***7,202,349.89***		***E00***	***7,342,720.35***
7,349,234.43	**8,766,571.48**	**6,633,490.87**	**7,202,349.89**		**Expense**	**7,342,720.35**

3-Year Comparison (Water Fund)

General Ledger
Budget Analysis

User: manager@saranaclakeny.gov
Printed: 4/25/2026 9:24:27 AM
Period 01 - 12
Fiscal Year 2027

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
					Revenue	
					R00	
-2,129,619.49	-1,817,811.39	-1,801,788.18	-1,943,247.00	004-0000-2140-0000	METERED WATER SALES	-1,982,111.94
3,084.48	895.55	0.00	0.00	004-0000-2140-0010	METERED WATER SALES REFUND	0.00
-42,756.92	-35,715.33	-40,746.21	-42,000.00	004-0000-2142-0000	UNMETERED WATER SALES..	-40,000.00
-5,712.46	-3,251.02	-2,556.92	0.00	004-0000-2144-0000	WATER SERVICE CHARGES..	-6,570.00
-23,484.62	-13,743.91	-24,890.72	-20,000.00	004-0000-2148-0000	INTPENALTIES WATER RENTS..	-20,000.00
-70,214.82	-71,074.63	-23,618.00	-24,000.00	004-0000-2401-0000	INTEREST EARNED..	-25,000.00
0.00	-97,810.42	-39,261.00	-35,000.00	004-0000-2401-0001	INTEREST EARNINGS.RESERVE	-40,000.00
-87,062.82	0.00	-21,953.00	-6,500.00	004-0000-2401-4000	INTEREST EARNINGS.CASH FROM WATER SYS IMP RES	0.00
-17,636.32	0.00	-4,423.00	0.00	004-0000-2401-4001	INTEREST EARNINGS.WATER WELL SYSTEM RESERVE FUND	0.00
-5,888.50	0.00	-1,773.00	0.00	004-0000-2401-4002	WATER MAIN STREET RESERVE	0.00
-27,748.64	-38,510.08	-33,266.70	-40,702.80	004-0000-2410-0000	RENTAL OF REAL PROPERTY	-16,959.50
0.00	0.00	0.00	-1,000.00	004-0000-2770-0000	UNCLASSIFIED REVENUES..	0.00
-79,334.42	-28,988.82	0.00	0.00	004-0000-4089-0000	FEDERAL AID - OTHER	0.00
-2,486,374.53	***-2,106,010.05***	***-1,994,276.73***	***-2,112,449.80***		***R00***	***-2,130,641.44***
2,486,374.53	**2,106,010.05**	**1,994,276.73**	**2,112,449.80**		**Revenue**	**2,130,641.44**
					Expense	
					E00	
15,284.93	15,554.19	16,087.45	21,921.00	004-1420-0400-0000	LEGAL SERVICES	22,115.00
127,729.61	113,237.20	8,340.75	10,000.00	004-1440-0400-0000	ENGINSURVEY SERVICES	10,000.00
57,508.39	55,398.99	51,821.02	58,328.78	004-1640-0100-0000	MECHANICS REGULAR PAY	65,355.27
21.09	211.12	206.54	300.00	004-1640-0101-0000	MECHANICS OT 1ST QTR	300.00
122.58	173.11	382.00	500.00	004-1640-0102-0000	MECHANICS OT 2ND QTR	500.00
634.69	1,047.80	812.42	1,000.00	004-1640-0103-0000	MECHANICS OT 3RD QTR	1,000.00
483.72	191.77	166.76	300.00	004-1640-0104-0000	MECHANICS OT 4TH QTR	300.00
17,918.30	26,061.77	18,890.40	19,800.00	004-1640-0200-0000	MECHANICS EQUIPMENT	0.00
3,469.20	4,569.53	2,058.17	5,049.00	004-1640-0400-0000	MECHANICS SERVICES	4,600.00
1,622.36	3,599.94	1,697.45	3,762.00	004-1640-0401-0000	MECHANICS SUPPLIES	11,997.00
363.61	484.74	468.08	928.00	004-1640-0402-0000	MECHANICS TELEPHONE	928.00
0.00	315.22	0.00	485.00	004-1640-0403-0000	MECHANICS ELECTRIC	485.00
2,596.25	1,827.39	2,198.83	2,912.00	004-1640-0404-0000	MECHANICS HEAT FUEL OIL	2,950.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
16.47	7.20	0.00	495.00	004-1640-0406-0000	MECHANICS TRAVELTRAIN	1,500.00
36,009.63	39,094.03	1,006.43	16,912.50	004-1640-0407-0000	MECHANICS BLDG MAINT	10,000.00
459.48	182.83	112.37	396.00	004-1640-0408-0000	MECHANICS VEHICLE MAINT	462.00
960.07	793.64	708.95	1,000.00	004-1640-0409-0000	MECHANICS VEHIC GASDESL	1,155.00
0.00	0.00	1,020.32	759.00	004-1640-0410-0000	MECHANICS EQUIP MAINT	500.00
33,000.00	33,000.00	32,700.77	34,000.00	004-1910-0405-0000	INSURANCE COVERAGES	39,100.00
0.00	0.00	0.00	3,500.00	004-1940-0200-0000	PURCH LANDEASEROW	3,500.00
6,135.16	6,283.35	6,516.95	7,279.56	004-1950-0400-0000	REAL PROPERTY TAX	6,204.00
0.00	0.00	0.00	90,000.00	004-1990-0400-0000	CONTINGENCY ACCOUNT	48,500.00
0.00	0.00	0.00	45,000.00	004-3989-0400-0000	PUBLIC SAFETY SERVICES	0.00
0.00	0.00	0.00	0.00	004-5650-0400-0000	OFF ST PARKING SERVICES	0.00
175,857.57	180,684.60	169,069.70	190,687.10	004-8310-0100-0000	WATER ADMIN REG PAY	187,360.93
69.56	56.66	43.10	250.00	004-8310-0101-0000	WATER ADMIN OT 1ST QTR	250.00
16.41	40.68	40.08	250.00	004-8310-0102-0000	WATER ADMIN OT 2ND QTR	250.00
26.31	48.36	77.06	250.00	004-8310-0103-0000	WATER ADMIN OT 3RD QTR	250.00
23.00	96.96	27.28	250.00	004-8310-0104-0000	WATER ADMIN OT 4TH QTR	250.00
890.43	996.45	890.69	1,000.00	004-8310-0200-0000	WATER ADMIN EQUIP	1,000.00
57,189.40	47,404.77	41,325.06	38,529.00	004-8310-0400-0000	WATER ADMIN SERVICES	56,936.47
6,851.86	5,858.35	1,818.37	568.00	004-8310-0401-0000	WATER ADMIN SUPPLIES	1,000.00
2,415.77	2,681.13	2,601.76	3,475.00	004-8310-0402-0000	WATER ADMIN TELEPHONE	3,475.00
0.00	0.00	0.00	0.00	004-8310-0405-0000	WATER ADMIN INS	0.00
236.47	7.20	0.00	2,475.00	004-8310-0406-0000	WATER ADMIN TRAVTRAIN	2,475.00
0.00	0.00	0.00	0.00	004-8310-0407-0000	WATER ADMIN BLDG MAINT	0.00
0.00	0.00	0.00	200.00	004-8310-0408-0000	WATER ADMIN VEHIC MAINT	200.00
15,848.88	13,876.17	14,184.39	14,185.00	004-8310-0418-0000	OFFICE RENT	14,500.00
110,807.26	110,804.41	104,120.48	119,156.38	004-8320-0100-0000	SOURCE SUPPLY REG PAY	131,315.94
2,061.80	1,808.58	1,572.93	2,200.00	004-8320-0101-0000	SOURCE SUPPLY OT 1ST QTR	2,200.00
1,690.98	1,750.05	2,655.35	2,200.00	004-8320-0102-0000	SOURCE SUPPLY OT 2ND QTR	2,200.00
3,322.01	3,060.70	3,767.35	4,000.00	004-8320-0103-0000	SOURCE SUPPLYOT 3RD QTR	4,000.00
2,295.37	2,141.93	1,560.41	2,200.00	004-8320-0104-0000	SOURCE SUPPLY OT 4TH QTR	2,200.00
0.00	8,751.81	0.00	5,000.00	004-8320-0200-0000	SOURCE SUPPLY EQUIPMENT	5,000.00
82,211.10	34,785.62	4,403.69	6,005.00	004-8320-0400-0000	SOURCE SUPPLY SERVICES	6,005.00
1,221.41	5,228.50	6,949.44	7,000.00	004-8320-0401-0000	SOURCE SUPPLY SUPPLIES	7,000.00
0.00	0.00	0.00	0.00	004-8320-0402-0000	SOURCE SUPPLY PHONE	0.00
60,465.10	75,480.21	83,023.90	65,000.00	004-8320-0403-0000	SOURCE SUPPLY ELECTRIC	73,565.00
12,235.90	13,458.76	15,218.05	13,200.00	004-8320-0404-0000	SOURCE SUPPLY HEATING OIL	13,200.00
1,153.96	2,415.74	719.85	2,500.00	004-8320-0406-0000	SOURCE SUPPLY TRAVTRAIN	2,500.00
4,292.50	4,129.07	5,036.41	10,000.00	004-8320-0407-0000	SOURCE SUPPLY BLDG MAINT	10,000.00
0.00	1,031.86	1,056.28	2,000.00	004-8320-0408-0000	SOURCE SUPPLY VEHIC MAINT	2,000.00
19.44	5,107.50	2,188.11	6,000.00	004-8320-0410-0000	SOURCE SUPPLY EQUIP MAINT	6,000.00
0.00	46,094.68	0.00	0.00	004-8330-0200-0000	PURIFICATION EQUIPMENT	0.00
0.00	6,455.00	2,185.00	7,000.00	004-8330-0400-0000	PURCHASED SERVICES	7,000.00
52,442.61	38,447.72	17,346.79	33,000.00	004-8330-0401-0000	PURFICATION SUPPLIES	33,000.00
244,512.35	209,010.26	158,610.49	226,090.11	004-8340-0100-0000	TRANS & DISTRB REG PAY	269,018.26
7,563.07	5,050.99	4,166.79	6,500.00	004-8340-0101-0000	TRANS & DISTRB OT 1ST QTR	6,500.00
6,417.05	5,275.58	4,650.68	6,500.00	004-8340-0102-0000	TRANS & DISTRB OT 2ND QTR	6,500.00
10,450.38	7,571.68	8,088.59	10,000.00	004-8340-0103-0000	TRANS & DISTRB OT 3RD QTR	10,000.00
7,269.79	6,230.07	4,041.56	6,500.00	004-8340-0104-0000	TRANS & DISTRB OT 4TH QTR	6,500.00
78,266.23	80,378.98	27,798.43	142,500.00	004-8340-0200-0000	TRANS & DISTRB EQUIPMENT	142,500.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
41,503.58	5,830.00	7,791.78	0.00	004-8340-0400-0000	TRANS & DISTRB SERVICES	0.00
450.00	0.00	0.00	0.00	004-8340-0400-7300	PURCHASED SERVICES.ACADEMY STREET	0.00
71,781.38	241,378.34	44,916.38	140,600.00	004-8340-0401-0000	TRANS & DISTRB SUPPLIES	140,600.00
57.00	76.00	0.00	0.00	004-8340-0402-0000	TRANS & DISTRB PHONE	0.00
0.00	0.00	0.00	0.00	004-8340-0404-0000	TRANS & DISTRB HEATING OIL	0.00
453.96	1,540.24	20.00	5,500.00	004-8340-0406-0000	TRANS & DISTRB TRAVTRAIN	5,500.00
18.67	685.42	128.23	1,000.00	004-8340-0407-0000	TRANS & DISTRB BLDG MAINT	1,000.00
14,148.74	9,826.98	12,712.48	13,000.00	004-8340-0408-0000	TRANS & DISTRB VEHIC MAINT	14,000.00
5,547.26	5,021.78	4,636.32	4,500.00	004-8340-0409-0000	TRANS & DISTRB GAS	5,500.00
0.00	0.00	0.00	1,000.00	004-8340-0410-0000	TRANS & DISTRB EQUIP MAINT	1,000.00
0.00	0.00	497.49	0.00	004-8352-0401-0000	REFND WATR RENTS SUPPLIES	0.00
52,089.00	56,965.50	71,006.62	78,629.39	004-9010-0800-0000	NYS EMPLOYEE RETIREMENT	84,200.23
48,152.03	44,596.98	38,947.47	53,891.68	004-9030-0800-0000	SOC SEC & MEDICARE BENEFIT	59,300.00
11,765.69	12,784.81	12,494.85	12,494.85	004-9040-0800-0000	WORKERS COMP BENEFIT	11,486.36
1,139.51	758.86	478.61	605.40	004-9045-0800-0000	LIFE INS EMPLOYEE BENEFIT	600.00
43.64	210.84	66.37	250.00	004-9055-0800-0000	DISABILITY INS BENEFIT	250.00
169,926.06	154,984.40	129,658.78	174,980.35	004-9060-0800-0000	HOSPMEDI INS BENEFIT	140,623.40
1,112.80	1,187.12	1,139.60	0.00	004-9070-0800-0000	DENTAL INS BENEFIT	0.00
362,400.00	362,400.00	362,400.00	362,400.00	004-9710-0600-0000	SERIAL BONDS - PRINCIPAL	362,400.00
0.00	5,301.00	0.00	0.00	004-9901-0900-0000	INTERFUND TRANSFERS..	0.00
26,000.00	338,000.00	30,000.00	30,000.00	004-9950-0900-0000	INTERFUND TRANSFERS..	30,000.00
2,059,048.83	***2,469,803.12***	***1,551,328.71***	***2,140,150.10***		***E00***	***2,104,062.86***
2,059,048.83	**2,469,803.12**	**1,551,328.71**	**2,140,150.10**		**Expense**	**2,104,062.86**

3-Year Comparison (Sewer Fund)

General Ledger
Budget Analysis

User: manager@saranaclakeny.gov
Printed: 4/25/2026 9:26:40 AM
Period 01 - 12
Fiscal Year 2027

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
					Revenue	
					R00	
-1,659,591.65	-1,234,546.68	-1,398,355.01	-1,537,664.00	005-0000-2120-0000	SEWER RENTS	-1,553,040.64
2,473.38	717.93	2,973.22	0.00	005-0000-2120-0010	SEWER RENTS REFUNDS	0.00
0.00	0.00	-7,500.00	-750.00	005-0000-2122-0000	SEWER SERVICE CHARGES	-750.00
-19,302.83	-14,748.98	-24,791.27	-19,000.00	005-0000-2128-0000	INTPENALTIES SEWER RENTS	-17,400.00
-991,630.22	-1,287,399.29	-955,844.16	-1,056,434.00	005-0000-2374-0000	SEWER SVC - OTHER GOVT	-1,056,434.00
-57,231.06	-31,495.69	-5,593.00	-25,000.00	005-0000-2401-0000	INTEREST EARNED	-25,000.00
-27,789.44	-121,487.79	-52,437.00	-55,000.00	005-0000-2401-1000	INTEREST SEWER DEBT RESERVE	-60,000.00
-94,599.91	0.00	-24,312.00	0.00	005-0000-2401-5000	INTEREST SEWER SYSTEM RESERVE	0.00
0.00	0.00	-4,832.01	0.00	005-0000-2770-0000	UNCLASSIFIED REVENUES	0.00
-29,426.25	-33,072.15	-30,753.75	-30,000.00	005-0000-2770-0210	MISC REVENUES SEPTIC HAULING	-30,000.00
0.00	0.00	-15,000.00	0.00	005-0000-3097-0000	STATE AID - CAPITAL PROJECTS	0.00
-2,877,097.98	***-2,722,032.65***	***-2,516,444.98***	***-2,723,848.00***		***R00***	***-2,742,624.64***
2,877,097.98	**2,722,032.65**	**2,516,444.98**	**2,723,848.00**		**Revenue**	**2,742,624.64**
					Expense	
					E00	
15,264.91	15,554.18	16,087.45	21,921.00	005-1420-0400-0000	LEGAL SERVICES	22,115.00
133,050.47	178,271.98	3,575.00	10,000.00	005-1440-0400-0000	ENGINSURVEY SERVICES	10,000.00
57,508.32	55,398.75	51,821.08	58,352.79	005-1640-0100-0000	MECHANICS REGULAR PAY	64,356.87
21.09	211.12	206.53	500.00	005-1640-0101-0000	MECHANICS OT 1ST QTR	500.00
122.58	173.11	382.01	500.00	005-1640-0102-0000	MECHANICS OT 2ND QTR	500.00
634.70	1,047.80	812.41	1,000.00	005-1640-0103-0000	MECHANICS OT 3RD QTR	1,000.00
483.72	191.75	166.76	500.00	005-1640-0104-0000	MECHANICS OT 4TH QTR	500.00
17,918.29	26,061.76	18,890.40	19,800.00	005-1640-0200-0000	MECHANICS EQUIPMENT	0.00
3,472.15	4,569.52	2,058.17	5,049.00	005-1640-0400-0000	MECHANICS SERVICES	4,892.00
1,622.35	3,599.94	1,697.45	3,762.00	005-1640-0401-0000	MECHANICS SUPPLIES	3,861.00
397.37	484.74	468.08	928.00	005-1640-0402-0000	MECHANICS TELEPHONE	928.00
0.00	315.22	0.00	485.00	005-1640-0403-0000	MECHANICS ELECTRIC	485.00
2,596.25	1,827.39	2,198.83	2,912.00	005-1640-0404-0000	MECHANICS HEAT FUEL OIL	2,950.00
0.00	0.00	0.00	0.00	005-1640-0405-0000	MECHANICS INSURANCE	0.00
16.46	7.19	0.00	495.00	005-1640-0406-0000	MECHANICS TRAVTRAIN	495.00
35,123.81	39,094.03	873.21	16,912.50	005-1640-0407-0000	MECHANICS BLDG MAINT	10,000.00
459.47	182.83	112.37	396.00	005-1640-0408-0000	MECHANICS VEHIC MAINT	462.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
960.08	793.64	708.95	1,000.00	005-1640-0409-0000	MECHANICS VEHICLE GAS	1,155.00
0.00	0.00	1,020.32	759.00	005-1640-0410-0000	MECHANICS EQUIP MAINT	500.00
51,450.00	52,000.00	51,936.51	54,000.00	005-1910-0405-0000	INSURANCE COVERAGES	62,100.00
0.00	0.00	0.00	3,500.00	005-1940-0200-0000	EQUIPMENT & CAPITAL	3,500.00
2,218.98	2,393.97	2,939.99	2,604.00	005-1950-0400-0000	PROPERTY TAXES	2,704.00
0.00	0.00	0.00	75,000.00	005-1990-0400-0000	CONTINGENCY ACCOUNT	78,500.00
0.00	0.00	0.00	45,000.00	005-3989-0400-0000	PUBLIC SAFETY SERVICES	15,000.00
0.00	0.00	0.00	0.00	005-5650-0400-0000	OFF ST PARKING SERVICES	0.00
175,857.53	180,684.41	169,069.73	190,687.10	005-8110-0100-0000	SEWER ADMIN REG PAY	187,360.93
69.56	56.66	43.10	300.00	005-8110-0101-0000	SEWER ADMIN OT 1ST QTR	300.00
16.41	40.68	40.08	300.00	005-8110-0102-0000	SEWER ADMIN OT 2ND QTR	300.00
26.31	48.36	77.06	300.00	005-8110-0103-0000	SEWER ADMIN OT 3RD QTR	300.00
23.00	96.96	27.28	300.00	005-8110-0104-0000	SEWER ADMIN OT 4TH QTR	300.00
890.44	996.45	890.69	1,000.00	005-8110-0200-0000	SANITATION EQUIPMENT	1,000.00
54,757.43	45,625.62	37,877.07	38,529.00	005-8110-0400-0000	SEWER ADMIN SERVICES	56,936.47
6,009.74	5,866.51	1,818.37	568.00	005-8110-0401-0000	SEWER ADMIN SUPPLIES	1,000.00
2,415.77	2,529.19	2,411.76	3,475.00	005-8110-0402-0000	SEWER ADMIN TELEPHONE	3,475.00
0.00	0.00	0.00	0.00	005-8110-0405-0000	SEWER ADMIN INSURANCE	0.00
413.96	7.19	0.00	2,475.00	005-8110-0406-0000	SEWER ADMIN TRAVTRAIN	2,475.00
0.00	0.00	0.00	0.00	005-8110-0408-0000	SEWER ADMIN VEHIC MAINT	0.00
12,452.88	13,876.17	14,184.39	14,185.00	005-8110-0418-0000	OFFICE RENT	14,500.00
234,970.60	209,273.77	181,211.98	217,681.79	005-8120-0100-0000	SANT SEWERS REG PAY	264,534.42
6,688.26	4,623.46	3,790.40	6,000.00	005-8120-0101-0000	SANT SEWERS OT 1ST QTR	6,000.00
5,410.42	4,415.55	4,993.11	5,500.00	005-8120-0102-0000	SANT SEWERS OT 2ND QTR	5,500.00
9,707.90	7,227.07	8,891.20	9,000.00	005-8120-0103-0000	SANT SEWERS OT 3RD QTR	9,000.00
6,723.00	5,788.82	3,962.76	5,500.00	005-8120-0104-0000	SANT SEWERS OT 4TH QTR	5,500.00
60,572.48	89,598.98	91,911.56	132,500.00	005-8120-0200-0000	SANT SEWERS EQUIPMENT	77,500.00
88,504.53	29,127.45	24,334.96	9,350.00	005-8120-0400-0000	SANT SEWERS SERVICES	10,167.50
450.00	0.00	0.00	0.00	005-8120-0400-7300	PURCHASED SERVICES.ACADEMY STREET	0.00
26,982.95	121,733.98	46,702.01	72,115.00	005-8120-0401-0000	SANT SEWERS SUPPLIES	71,600.00
0.00	0.00	0.00	0.00	005-8120-0401-7300	PURCHASED SUPPLIES.ACADEMY STREET	0.00
56.97	227.91	189.89	660.00	005-8120-0402-0000	SANT SEWERS TELEPHONE	660.00
4,577.10	5,327.75	5,559.46	5,000.00	005-8120-0403-0000	SANT SEWERS ELECTRICITY	4,915.00
0.00	0.00	0.00	1,000.00	005-8120-0404-0000	SANT SEWERS HEAT FUEL OIL	1,000.00
16.46	7.19	308.24	1,800.00	005-8120-0406-0000	SANT SEWERS TRAVTRAIN	1,800.00
365.01	152.44	197.99	500.00	005-8120-0407-0000	SANT SEWERS BLDG MAINT	500.00
14,974.92	12,098.74	16,527.48	17,800.00	005-8120-0408-0000	SANT SEWERS VEHIC MAINT	18,800.00
10,009.03	7,913.28	7,031.29	8,000.00	005-8120-0409-0000	SANT SEWERS GASOLINE	8,000.00
0.00	25.00	325.00	1,000.00	005-8120-0410-0000	SANT SEWERS EQUIP MAINT	1,000.00
0.00	0.00	0.00	660.00	005-8121-0402-0000	B'DALE LIFT TELEPHONE	660.00
7,847.51	9,860.06	10,232.55	9,000.00	005-8121-0403-0000	B'DALE LIFT ELECTRIC	10,125.00
3,545.21	2,496.91	3,702.36	4,000.00	005-8121-0404-0000	B'DALE LIFT HEAT FUEL OIL	4,000.00
10,093.88	1,347.21	952.10	1,000.00	005-8121-0407-0000	B'DALE LIFT BLDG MAINT	1,000.00
2,136.66	167.89	4,183.78	5,000.00	005-8121-0410-0000	B'DALE LIFT EQUIP MAINT	5,000.00
192,741.75	198,502.82	186,374.06	241,550.87	005-8130-0100-0000	TREATMENT PLT REG PAY	252,677.19
4,705.02	4,763.57	4,449.36	5,500.00	005-8130-0101-0000	TREATMENT PLT OT 1ST QTR	5,500.00
4,062.90	5,203.59	5,856.03	5,500.00	005-8130-0102-0000	TREATMENT PLT OT 2ND QTR	5,500.00

2024 Actual	2025 Actual	2026 Actual	2026 Adopted	Account Number	Description	Proposed
6,856.13	7,265.63	7,889.35	7,500.00	005-8130-0103-0000	TREATMENT PLT OT 3RD QTR	7,500.00
5,192.82	5,572.94	3,749.03	5,000.00	005-8130-0104-0000	TREATMENT PLT OT 4TH QTR	5,000.00
0.00	21,909.08	0.00	0.00	005-8130-0200-0000	TREATMENT PLT EQUIPMENT	0.00
20,314.62	82,195.12	44,146.14	83,200.00	005-8130-0400-0000	TREATMENT PLT SERVICES	83,200.00
100,817.17	94,423.34	34,989.83	69,275.00	005-8130-0401-0000	TREATMENT PLT SUPPLIES	69,275.00
2,096.82	2,049.96	2,066.71	2,950.00	005-8130-0402-0000	TREATMENT PLT TELEPHONE	2,950.00
80,892.02	92,938.56	115,911.83	100,000.00	005-8130-0403-0000	TREATMENT PLT ELECTRIC	119,225.00
5,378.21	17,668.50	20,192.72	20,000.00	005-8130-0404-0000	TREATMENT PLT HEAT FUEL OIL	20,000.00
2,604.99	4,261.19	-1,188.50	4,500.00	005-8130-0406-0000	TREATMENT PLT TRAVTRAIN	4,500.00
2,124.49	1,780.15	1,126.20	2,500.00	005-8130-0407-0000	TREATMENT PLT BLDG MAINT	2,500.00
5,920.16	7,739.66	5,584.78	14,000.00	005-8130-0408-0000	TREATMENT PLT VEHIC MAINT	14,000.00
14,161.31	1,146.25	3,380.38	9,000.00	005-8130-0409-0000	TREATMENT PLT GASOLINE	9,000.00
16,930.05	40,776.38	15,823.91	41,000.00	005-8130-0410-0000	TREATMENT PLT EQUIP MAINT	41,000.00
0.00	0.00	497.48	0.00	005-8152-0401-0000	TREATMENT PLT SUPPLIES	0.00
58,155.00	58,363.00	79,360.34	87,365.99	005-9010-0800-0000	NYS EMPLOYEE RETIREMENT	93,555.81
54,246.31	52,146.25	47,845.41	61,056.04	005-9030-0800-0000	SOCSECMEDCARE BENEFITS	67,200.00
13,220.11	14,192.86	13,949.13	13,949.13	005-9040-0800-0000	WORKERS COMP BENEFITS	12,823.27
1,164.50	836.23	588.59	605.40	005-9045-0800-0000	LIFE INS EMPLOYE BENEFIT	600.00
43.63	210.84	66.37	250.00	005-9055-0800-0000	DISABILITY INS BENEFIT	250.00
170,490.50	171,333.22	155,346.08	174,980.35	005-9060-0800-0000	HOSPMEDICAL INS BENEFIT	162,386.54
1,112.80	1,187.12	1,139.60	0.00	005-9070-0800-0000	DENTAL INS BENEFITS	0.00
352,950.00	387,290.00	555,251.41	671,303.90	005-9710-0600-0000	PRINCIPAL SERIAL BONDS	474,464.00
7,213.16	15,473.75	0.00	8,000.00	005-9710-0700-0000	SERIAL BONDS - INTEREST	0.00
70,458.33	0.00	0.00	0.00	005-9730-0700-0000	BANS - INTEREST	0.00
0.00	6,779.00	0.00	0.00	005-9901-0900-0000	INTERFUND TRANSFERS	0.00
26,000.00	526,000.00	30,000.00	30,000.00	005-9950-0900-0000	INTERFUND TRANSFERS	3,000.00
2,289,739.72	***2,965,429.59***	***2,131,799.41***	***2,749,548.86***		***E00***	***2,517,820.00***
2,289,739.72	**2,965,429.59**	**2,131,799.41**	**2,749,548.86**		**Expense**	**2,517,820.00**

Business of the Village Board
Village of Saranac Lake

BILL #85-2026

SUBJECT: Sewer Rates

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/15/2026

Resolution to adopt Sewer Rates

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
ADOPTION OF 2026-2027 SEWER RATES

WHEREAS, the Village of Saranac Lake Board of Trustees held a Public Hearing regarding the proposed 2026-2027 sewer rates on April 13, 2026, at 5:00pm, and

WHEREAS, it is the responsibility of the Village of Saranac Lake Board of Trustees to ensure an adequate level of services to the community at reasonable rates to meet its budgetary needs, and

WHEREAS, it is the responsibility of the Village of Saranac Lake Board of Trustees to provide adequate financial resources in order to meet Federal and State requirements,

NOW, THEREFORE BE IT RESOLVED, The Village Board of Trustees hereby approves the adoption of the 1% increase to sewer rates as proposed in the 2026-2027 Budget which will take effect on June 1, 2026 for any billing after August 1, 2026.

VILLAGE OF SARANAC LAKE

WATER & SEWER RATES 2026 - 2027 (WAT 2% INC | SEW 1% INC)

Metered Rates Per 1,000 Gallons: Water $10.9677 | Sewer $8.7042

Metered Minimum Charge: 8,500 Gallons/Quarter

Water Code	Sewer Code	Description	Water Quarterly	Sewer Quarterly	Total Quarterly	Water Annually	Sewer Annually	Total Annually
101	201	Metered - Inside Village ***Minimum Rate***	$93.23	$73.99	$167.21	$372.90	$295.94	$668.85
120	220	Metered - District ***Minimum Rate***	$186.45	$147.97	$334.42	$745.80	$591.89	$1,337.69
130	230	Metered - Outside - No District ***Minimum Rate***	$279.68	$221.96	$501.63	$1,118.70	$887.83	$2,006.54
301	401	1 or 2 Bedroom House	$206.91	$162.08	$368.99	$827.64	$648.33	$1,475.97
302	402	3 Bedroom House	$302.56	$238.14	$540.70	$1,210.25	$952.57	$2,162.82
303	403	4 Bedroom House	$398.21	$314.20	$712.42	$1,592.86	$1,256.81	$2,849.67
304	404	5 Bedroom House	$493.85	$390.25	$884.10	$1,975.41	$1,560.98	$3,536.39
305	405	6 Bedroom House	$589.50	$466.31	$1,055.81	$2,358.01	$1,865.22	$4,223.24
306	406	7 Bedroom House	$685.16	$542.37	$1,227.52	$2,740.62	$2,169.47	$4,910.09
307	407	8 Bedroom House	$780.79	$618.43	$1,399.22	$3,123.17	$2,473.71	$5,596.88
308	408	1 Bedroom Apartment	$206.91	$162.08	$368.99	$827.64	$648.33	$1,475.97
309	409	2 Bedroom Apartment	$206.91	$162.08	$368.99	$827.64	$648.33	$1,475.97
310	410	3 Bedroom Apartment	$302.56	$238.14	$540.70	$1,210.25	$952.57	$2,162.82
311	411	4 Bedroom Apartment	$398.21	$314.20	$712.42	$1,592.86	$1,256.81	$2,849.67
312	412	5 Bedroom Apartment	$493.85	$390.25	$884.10	$1,975.41	$1,560.98	$3,536.39
313	413	Hotel, Cabins, Motel - Per Bedroom	$132.08	$127.14	$259.22	$528.33	$508.57	$1,036.90
314	414	Bd Hse, B&B, Tourist Hm, Dorm - Per Bedrm	$114.81	$117.20	$232.01	$459.23	$468.79	$928.02
316	416	2 Car/Stall Garage	$32.88	$28.16	$61.04	$131.53	$112.65	$244.18
317	417	3 Car/Stall Garage	$65.83	$55.36	$121.19	$263.34	$221.42	$484.76
318	418	4 Car/Stall Garage	$98.72	$82.46	$181.18	$394.86	$329.85	$724.72
319	419	Public Garage - Per Sq Ft	$0.41	$0.39	$0.80	$1.65	$1.57	$3.22
320	420	Gasoline/Service Station	$264.38	$276.06	$540.44	$1,057.51	$1,104.25	$2,161.76
322	422	Misc Office - Small - Under 1000 Ft	$126.98	$125.83	$252.81	$507.92	$503.32	$1,011.24
323	423	Misc Office - Large - Per Floor	$253.19	$251.36	$504.55	$1,012.76	$1,005.42	$2,018.18
325	425	Misc Store - Large - Over 1000 Ft	$630.41	$626.53	$1,256.94	$2,521.64	$2,506.13	$5,027.77
326	426	Misc Store - Small - Under 1000 Ft	$204.63	$178.51	$383.14	$818.52	$714.05	$1,532.57
329	429	Beauty Shop - 1st 2 Chairs	$362.25	$359.82	$722.07	$1,449.02	$1,439.27	$2,888.29
330	430	Beauty Shop - Each Chair Over 2	$73.80	$72.94	$146.75	$295.21	$291.78	$586.99
331	431	Physicians Offices (Each)	$204.63	$178.51	$383.14	$818.52	$714.05	$1,532.57
332	432	Dentists Offices & Labs (Each)	$682.11	$600.67	$1,282.77	$2,728.42	$2,402.67	$5,131.09
333	433	Bar, Grill, Fountain, Restaurant	$592.00	$588.37	$1,180.37	$2,367.99	$2,353.50	$4,721.49
335	435	Hall or Lodge	$460.76	$457.81	$918.57	$1,843.03	$1,831.24	$3,674.26
340	440	Trailer Park - Per Connection	$103.05	$102.06	$205.11	$412.20	$408.24	$820.44
343	443	Warehouse - Per Sq Ft	$0.41	$0.39	$0.80	$1.65	$1.57	$3.22
347	447	Boat House - Commercial	$296.83	$294.77	$591.61	$1,187.33	$1,179.10	$2,366.43
348	448	Theater - Per Seat	$1.54	$1.50	$3.04	$6.16	$5.99	$12.15
349	449	School - Per Student	$8.54	$8.46	$17.00	$34.15	$33.85	$68.00
356		Vacant Lot With Tap	$93.22	$0.00	$93.22	$372.88	$0.00	$372.88
366	466	Church	$204.63	$178.51	$383.14	$818.52	$714.05	$1,532.57
372	472	Field House	$103.12	$92.41	$195.53	$412.48	$369.63	$782.11
373	473	Temporary Disconnect	$93.23	$73.98	$167.21	$372.92	$295.93	$668.85

Business of the Village Board
Village of Saranac Lake

BILL #86-2026

SUBJECT: Adopt Policy

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/15/2026

Adopt Gender Based Violence and the Workplace Policy

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

GENDER BASED VIOLENCE AND THE WORKPLACE POLICY

VILLAGE BOARD OF TRUSTEES

Gender-Based Violence and the Workplace

Purpose

Gender-based violence occurs within a broad spectrum of relationships; therefore, the Village of Saranac Lake will take appropriate measures to prevent and/or address gender-based violence as it impacts the workplace. The Village of Saranac Lake recognizes the rights of victims to have self-determination and the need to respond in a survivor-centered, trauma-informed, and culturally responsive manner. This policy shall apply to all victims of gender-based violence, regardless of where the incidents took place.

The Village of Saranac Lake to the fullest extent possible, without violating any existing rules, regulations, statutory requirements, contractual obligations, or collective bargaining agreements, designates and directs Village administration to implement the following Gender-Based Violence and the Workplace Policy. This policy includes the means by which the Village of Saranac Lake will share information regarding gender-based violence, refer employee survivors to services, complies with all applicable state laws, including the New York State Human Rights Law, and offers support to employees facing gender-based violence. The policy also prohibits retaliation against anyone based on their status as a domestic violence victim or for otherwise utilizing the resources within this policy.

I. Definitions:

a. **Gender-Based Violence:** Violence or threats that happen because of someone's sex, gender, sexual orientation, gender identity or expression, or other related characteristics. Gender-based violence is an umbrella term that includes domestic violence, sex-based discrimination, sexual harassment, sexual assault, and sexual violence, and can also include stalking or human trafficking.

b. **Domestic Violence:** A pattern of coercive behavior, including acts or threatened acts, used by a perpetrator to gain power and control over a victim, as defined in New York State Social Service Law § 459-a, including, but not limited to physical, sexual, psychological, economic, and/or emotional abuse; or the threat of any of the acts as mentioned earlier. Domestic violence includes but is not limited to family violence, intimate partner violence, dating violence, or dating abuse.

c. **Sexual Harassment:** Sexual Harassment is a type of gender-based violence. As defined by NYS Law and the Village of Saranac Lake Harassment and Anti-Discrimination Policy, sexual harassment is defined as behavior that is not welcome, that is personally and objectively offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with an employee's work performance and/or effectiveness or creased an intimidating, hostile or offensive working environment.

   Anyone who experiences sexual harassment in the workplace can report it under the Village of Saranac Lake Harassment and Anti-Discrimination Policy, and/or to the New York State Division of Human Rights or Federal Equal Employment Opportunities Commission ("EEOC.")

d. **Survivor-Centered:** An approach to supporting and assisting survivors focused on meeting their needs as they prioritize and define them. Key elements of a survivor-centered approach include confidentiality, safety, respect, and non-discrimination.

e. **Trauma-Informed:** An approach to supporting and assisting survivors that realizes trauma is common, recognizes the signs, activators, and symptoms of trauma, and uses this knowledge to inform practices, policies, and procedures.

f. **Culturally Responsive:** A holistic approach to supporting and assisting survivors that recognizes a person's complex identities and cultural values, by responding to differences in identities to actively meet the needs of all survivors and communities.

g. **Victim of Domestic Violence – pursuant to NYS Social Services Law § 459-a (1):** Any person over the age of sixteen, any married person, or any parent accompanied by their minor child or children in situations in which such person or such person's child is a victim of an act which would constitute a violation of the penal law, including, but not limited to, acts constituting disorderly conduct, harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, kidnapping, assault, attempted assault, attempted murder, criminal obstruction of breathing or blood circulation, or strangulation, identity theft, grand larceny, or coercion; and

    i. Such act or acts have resulted in actual physical or emotional injury or have created a substantial risk of physical or emotional harm to such person or such person's child; and

    ii. Such act or acts are or are alleged to have been committed by a family or household member.

h. **"Family or household members" means the following individuals pursuant to NYS Social Services Law § 459-a (2):**

    i. persons related by consanguinity or affinity (blood or a person's relation to blood relatives of their spouse);

    ii. persons legally married to one another;

    iii. persons formerly married to one another, regardless of whether they still reside in the same household;

    iv. persons who have a child in common, regardless of whether such persons are married or have married or have lived together at any time;

    v. unrelated persons who are continually or at regular intervals living in the same household or who in the past continually or at regular intervals lived in the same household;

    vi. persons who are not related by consanguinity or affinity and who are or have been in an intimate relationship regardless of whether such persons

have lived together at any time. Factors that may be considered in determining whether a relationship is an "intimate relationship" include, but are not limited to: the nature or type of relationship, regardless of whether the relationship is sexual in nature; the frequency of interaction between the persons; and the duration of the relationship. Neither a casual acquaintance nor ordinary fraternization between two individuals in business or social contexts shall be deemed to constitute an "intimate relationship"; or

vii. any other category of individuals deemed to be a victim of domestic violence as defined by the Office of Children and Family Services in regulation.

i. **"Parent" pursuant to NYS Social Services Law § 459-a (2):** means a natural or adoptive parent or any individual lawfully charged with a minor child's care or custody.

j. **Victim or Survivor:** A person who has experienced or is experiencing any form of gender-based violence. People of all genders, sexual orientations, and gender identities may experience gender-based violence, but women and girls are impacted the most. Some people will have a strong preference for which term to use.

k. **Perpetrator or Abusive Partner or Person who Causes Harm:** A person who commits or threatens to commit coercive or violent acts, which may include, but is not limited to, physical, psychological, sexual, economic, and/or emotional abuse against a victim.

l. **Order of Protection (OP) ("Restraining Order" or "Stay-Away Order"):** An order issued by any court to limit the behavior of someone who harms or threatens to harm another person. Orders of Protection may direct the offending party not to injure, threaten, or harass the victim, their family, or any other person(s) identified and may include, but are not limited to ordering the person causing harm to stay away from the home, school, business, or place of employment of the victim; vacate a shared residence; abide by any active orders of custody and visitation; and surrender any firearms.

m. **Workplace:** For the purposes of this policy, any permanent or temporary location away from an employee's domicile where an employee performs any work-related duty in the course of employment.

n. **Gender-Based Violence Liaison (GBVL):** Where possible, a designated employee(s) or outside organization designated by the County who assists victimized employees with referrals to local service providers. The GBVL may or may not be a Human Resources employee.

o. **Local Service Providers:** An organization in a given geographical area whose mission is to provide services to victims of gender-based violence. In New York

State, each county has a designated service provider(s) for domestic violence and sexual violence. Services can include emergency shelter, advocacy, accompaniment to hospitals and court, safety planning, counseling, etc. Visit opdv.ny.gov for a list of New York State-based domestic and sexual violence service providers.

II. Persons covered by this policy

This policy shall extend to all full, part-time, temporary employees, volunteers, and interns working for the Village of Saranac Lake in any official work capacity. Whenever possible, this policy also covers consultants, contractors, and other on-site providers.

III. Statement of Confidentiality

The Village of Saranac Lake recognizes and respects the employee's right to privacy and confidentiality. All information, including details an employee shares about being a victim, shall be kept confidential to the extent permitted by law without the employee's written permission, unless doing so creates a substantial risk of imminent danger to the victimized employee, other employees, or the worksite. If such a situation arises, the Village will:

a. Inform the victimized employee of the actions the Village will take.

b. Share information only with the specific employees who need to know.

c. Limit the information shared to only what is necessary. Ensure victimized employees know and understand this policy and their rights, including all possible options available to them, and are aware of accommodations outlined in section VI of this policy, such as the use of alternative scheduling or a change in work location, and assisting the employee in identifying the best use of attendance and leave benefits.

IV. Survivor Rights

Victims of domestic violence are a protected class under New York State Human Rights Law § 296, which applies to settings like employment, housing, education, and public accommodations. Every Employer in the State of New York is required to follow the New York State Human Rights Law. This means it is unlawful to discriminate against an employee based on their status as a victim of domestic violence.

a. Employees have the right to:
    i. Disclose or not disclose experiences or details of gender-based violence.
    ii. Ask for reasonable accommodations to address concerns related to gender-based violence.
    iii. Be free of discrimination and retaliation in seeking such accommodation.
    iv. Access gender-based violence services.

b. Employers may require an employee to provide documentation, such as an attestation, to substantiate their need for an accommodation or to use sick or safe leave.

V. Employer Responsibilities

a. The Village of Saranac Lake shall implement the Gender-based Violence and the Workplace policy and where possible, designate the Human Resources department or appropriate staff personnel to perform duties associated with implementing the policy. Where possible, the Village will designate at least one employee as its Gender-Based Violence Liaison (GBVL).

   i. The GBVL is a designated employee who assists victimized employees with referrals to local service providers. The GBVL may or may not be a Human Resources employee.

b. Increase awareness around gender-based violence and create an informed workforce by posting information in such places where employees can utilize the information without having to request it or be seen removing it (i.e. organization intranet, employee newsletters, restrooms, kitchen and lounge, and any other frequently used areas.) The information should include:

   i. Employee Assistance Program (EAP) information, if applicable,

   ii. Human resources staff,

   iii. NYS Domestic and Sexual Violence Hotline Number (1-800-942-6906), Chat and Text Line (1-844-997-2121), and

   iv. Contact information for local gender-based violence programs.

c. Ensure victimized employees know and understand this policy and their rights, including all possible options available to them, and are aware of accommodations outlined in section VI of this policy, such as the use of alternative scheduling or a change in work location, and assisting the employee in identifying the best use of attendance and leave benefits.

d. Offer support to those victimized through the following minimum steps:

   i. Provide information on available sources of services and assistance for victims and survivors, such as the New York State Domestic and Sexual Violence Hotline or local victim services provider.

   ii. Educate employees on disciplinary practices that may be implemented in the event of retaliation for reporting or used with employees who commit acts of gender-based violence. Assist supervisors to ensure that all employees who knowingly violate this policy are held accountable.

   iii. Include this policy as part of the written materials provided to all new employees and provide the policy to all employees on an annual basis.

   iv. Provide a detailed explanation of employees' rights under this policy during new employee orientation, including information about anti-

discrimination protections for victims of domestic violence under the New York State Human Rights Law.

v. Provide confidential support services, such as safety planning, and refer anyone who discloses they are a victim to the EAP, if applicable, the NYS Domestic and Sexual Violence Hotline (or the statewide hotline for workplace sexual harassment, if appropriate), and any local programs serving victims of domestic and sexual violence. Additional referrals may be made to the appropriate resources to meet the employee's needs best.

vi. Consider conducting programs and activities throughout the year to increase awareness about gender-based violence, such as supply drives for local domestic and gender-based violence programs, brown bag lunch discussions, and/or presentations by local gender-based violence programs.

e. Human Resources (and/or GBVLs) The Village of Saranac Lake Human Resources staff must create a safe and supportive workplace culture for anyone who has experienced gender-based violence. They can do this by communicating that information and resources are available to victims and that abusive behavior by any employee will not be tolerated.

f. Supervisors

The Village of Saranac Lake Supervisors shall ensure that any employee who discloses being a victim of gender-based violence is aware of and understands this policy and their rights, including the right to request accommodations or time off as discussed below. Additionally, supervisors shall refer employees to the Human Resources department and/or GBVL to receive referrals and resources as outlined above.

VI. Non-Discrimination and Responsive Personnel Policies

Under the New York State Human Rights Law, and the Village of Saranac Lake Harassment and Anti-Discrimination Policy, all persons are protected from discrimination in the workplace on the basis of their status as a victim of domestic violence, and on the basis of sex, sexual orientation, gender identity, and gender expression. If such discrimination occurs, the employee can report it under the Village of Saranac Lake Anti-Discrimination Policy, and/or to the New York State Division of Human Rights for potential investigation and remediation.

a. Victims of domestic violence are a protected class under New York State Human Rights Law (Executive Law § 296(22)) and as such;

i. Employers may not refuse to hire or license and may not terminate someone solely based on their status as a victim of domestic violence.

ii. Employers may not discriminate against victims of domestic violence in compensation, terms, conditions, or privileges of employment.

iii. Employers may not inquire about an applicant or employee's status as a current or past victim of domestic violence in any way that directly or indirectly expresses discriminatory treatment based on that status.

iv. Employers may inquire about status as a victim of domestic violence to provide reasonable accommodations.

v. Employers may not refuse to provide certain reasonable accommodations to an employee who is known by the employer to be a victim of domestic violence and who needs such accommodation to seek medical care and/or obtain certain services connected to an incident or incidents of domestic violence, as further set forth in the New York State Human Rights Law.

vi. Employers are prohibited from retaliating against an employee for opposing unlawful discrimination and/or filing a formal complaint over alleged discriminatory conduct.

e. Time Off for Legal Proceedings: Employers are also required to grant time off, with prior day notification, and may not penalize any employee who, as a victim or witness of a criminal offense, is appearing as a witness; consulting with a district attorney; or exercising their rights as provided by law.

f. Changes to Benefits: Employees who are victims of gender-based violence who separate from a covered family member due to incidents of gender-based violence shall be allowed to make reasonable changes in benefits at any time during the calendar year, where possible and in accordance with statute, regulation, contract, and policy.

g. Work Performance Impact: the Village of Saranac Lake recognizes that victims of domestic and gender-based violence may experience temporary work performance difficulties or be unable to complete certain job aspects because of safety reasons. If performance is affected as a result of being a victim of gender-based violence, the Village will work with the employee on solutions which may include specific work plans, taking leave, reasonable accommodations, referrals to the GBVL or HR, EAP, if applicable, and/or the local domestic violence service provider.

i. Employees should be made aware that not all employees' requests for assistance can be accommodated.

VII. Non-Retaliation Policy

The Village of Saranac Lake shall not engage in any retaliatory practices against employees who disclose they are a victim of gender-based violence, or any employee seeking accommodations or to exercise their rights under this policy.

The Village of Saranac Lake will not retaliate, tolerate retaliation by any superiors, terminate, or discipline any employees for reporting information about alleged incidents of gender-based violence that may have been committed by an employee, including those in management positions.

Retaliatory practices may include, but are not limited to:

a. Commencing discipline against victimized employees for actions taken to promote their safety

b. Fewer promotions

c. Inappropriate jokes

d. Comments that communicate bias or minimization

e. Excluding the employee from conversations, etc.

f. Discussing employee's status or experience in open/non-private settings with individuals other than the employee and the related staff (GBVL, HR, etc).

Retaliation may be carried out by anyone, not just the original perpetrator.

Any employee or organization engaging in retaliatory practices may be subject to disciplinary actions. If you believe you have been subject to retaliatory practices, please see Section XIV: Violations of Policy.

Retaliation against any employee who files a complaint of violation of the policy is also prohibited.

VIII. Orders of Protection

The Village of Saranac Lake shall comply and assist with the enforcement of all known Orders of Protection (OP).

i. If requested by the victim or by law enforcement, the Village will provide any relevant information regarding an alleged OP violation.

a. Disclosing an Order of Protection: If an employee has an active OP, they are encouraged to disclose it to the GBVL or designated staff member at their work site. Employees should not be compelled to disclose an OP or provide a copy, but it may assist the employer in implementing a safety plan. Copies of Orders of Protection will be maintained in a locked, confidential location, separately from the employee's personnel file. In the event of an emergency or if the OP needs to be presented to law enforcement, the liaison, other designated staff member, director of Human Resources, or a member of executive staff/management shall retrieve and present the order.

i. Employees should notify the liaison in the event of a relevant modification or revocation of the OP.

b. Developing a Safety Plan: When requested by the victim, Human Resources staff will work with the employee to develop a plan on how best to increase safety for the victim, other employees, and the workplace.

IX. Accountability for Employees who Perpetrate Acts of Gender-Based Violence

The Village of Saranac Lake will hold accountable and shall subject to corrective or disciplinary action any employee who violates this policy, in accordance with existing collective bargaining agreements, applicable statutes, and regulations. The following behaviors are prohibited under the policy:

Employees may also report alleged violations of the New York State Human Rights Law to the New York State Division of Human Rights (DHR). DHR is the state agency responsible for enforcing the New York State Human Rights Law. DHR reviews every report of discrimination filed with the agency. In every case where the alleged discrimination falls within the agency's jurisdiction, DHR will investigate and seek to hold violators of the law accountable. The discrimination reporting form and all related information can be found on DHR's website.

Business of the Village Board
Village of Saranac Lake

BILL #87-2026

SUBJECT: Amend Employee Handbook

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/15/2026

Resolution to approve amendments to the Village of Saranac Lake Employee Handbook

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

RESOLUTION TO AMEND THE VILLAGE OF SARANAC LAKE EMPLOYEE HANDBOOK

WHEREAS, the Village of Saranac Lake Board of Trustees adopted the Employee Handbook on February 8, 2010 setting forth personnel policies and procedures, employee benefits, compliance polices, and other pertinent information for governing employees, and,

WHEREAS, it has been past practice of the Village to align certain provisions of the Employee Handbook with the terms of the collective bargaining agreement between the Village and Teamsters Local 687, and

WHEREAS, a summary of revisions has been prepared and reviewed by the Village of Saranac Lake Board of Trustees to amend sections 502- Operational Polices, 702-Overtime and 801-Holidays of the Employee Handbook to align with current Teamsters Local 687 Contract.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees hereby approves the proposed revisions to the Employee Handbook.

BE IT FURTHER RESOLVED, that such revisions shall take effect June 1, 2026.

OUTLINE OF REVISIONS

SUMMARY OF PROPOSED REVISIONS TO THE VILLAGE OF SARANAC LAKE EMPLOYEE HANDBOOK

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1. **Section 500 Operational Policies**

502 Meal and Rest Breaks and Breaks for Nursing Mothers

Breaks for Nursing Mothers to Express Breast Milk – Employees who are nursing mothers shall be allowed to use a reasonable break (generally between twenty to thirty minutes) in addition to the employee's meal and rest breaks to express milk for a nursing child. The Village will provide this break at least once every three hours if requested by the employee. This provision applies to nursing mothers for up to three years following childbirth. ~~Employees who require breaks other than their normal break times to express breast milk may work before or after their normal shifts to make up for the break time they take to express breast milk as long as that time falls within the department's normal work hours.~~ The Village will make a reasonable effort to provide a room or location other than the restroom or toilet stall, within walking distance to the employee's work space, or other location in close proximity to work so that nursing mothers can express in private. An employee wishing to avail herself of this break is required to give the Village advance notice, preferably prior to the employee's return to work following the birth of her child, to allow the Village an opportunity to establish a location and to schedule leave time for multiple employees, if needed.

2. **Section 700 Compensation**

702 Overtime

FLSA Exempt Employees – In accordance with the Fair Labor Standards Act, FLSA exempt employees will not be paid for overtime. However these employees will be entitled to accrue up to 80 hours of "compensatory time"; this time will be earned on an hour and a half-for-hour basis, and will not exceed a total of 80 hours. Under no circumstances will the compensatory time be paid in cash.

3. Section 800 Employee Benefits

801 Holidays

Designated Holidays – The Village of Saranac Lake will observe the following holidays:

1. New Year's Day	7. Columbus Day
2. Martin Luther King Day	8. Veterans Day
3. Memorial Day	9. Thanksgiving
4. Juneteenth	10. Day after Thanksgiving
5. Independence Day	11. Christmas Day
6. Labor Day	12. Day before or after Christmas

Business of the Village Board
Village of Saranac Lake

BILL #88-2026

SUBJECT: Public Hearing

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/15/2026

Resolution to call for a public hearing on Monday, May 11, 2026 at 5:30 PM for amendments to the Village of Saranac Lake Code

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING TO AMEND
VILLAGE CODE § 221-25

WHEREAS, the Board of Trustees of the Village of Village of Saranac Lake has determined that it is in the best interests of the Village to consider an amendment to § 221-25 of the Village Code entitled "Discharge of stormwater; unpolluted drainage, controlled," and

WHEREAS, the proposed amendment would clarify the discharge of stormwater and unpolluted drainage and establish restrictions on discharging such drainage onto Village-owned streets and sidewalks without approval, as well as provide for penalties for violations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby schedules a public hearing to consider the proposed amendment to § 221-25 of the Village Code, to be held on the May 11, 2026 at 5:30 PM in the Village Board Room located at 39 Main Street Suite 9, Saranac Lake, NY 12983.

BE IT FURTHER RESOLVED that the proposed amendment would revise § 221-25 to read as follows:

A. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewer or storm sewer, or to a natural outlet approved by the Manager. It shall be unlawful to discharge any unpolluted drainage onto any Village-owned street or sidewalk without approval from the Village Manager. Industrial cooling water or unpolluted process waters may be discharged, on approval of the Manager, to a storm sewer, combined sewer, or natural outlet. Violations shall be subject to penalties of not less than $100 and not more than $500 per day."

BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized and directed to publish and/or post notice of said public hearing as required by law.

VILLAGE OF SARANAC LAKE

LOCAL LAW NO. ___ OF 2026

A LOCAL LAW AMENDING § 221-25 OF THE CODE OF THE VILLAGE OF Village of Saranac Lake ENTITLED "DISCHARGE OF STORMWATER; UNPOLLUTED DRAINAGE, CONTROLLED"

SECTION 1. AUTHORITY

This Local Law is adopted pursuant to the authority granted under the Municipal Home Rule Law of the State of New York.

SECTION 2. PURPOSE AND INTENT

The purpose of this Local Law is to protect public infrastructure, reduce hazardous conditions on Village streets and sidewalks, and regulate the discharge of stormwater and unpolluted drainage within the Village.

SECTION 3. AMENDMENT OF § 221-25

Section 221-25 of the Code of the Village of Village of Saranac Lake is hereby amended to read as follows:

Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewer or storm sewer, or to a natural outlet approved by the Manager.

It shall be unlawful to discharge any unpolluted drainage onto any Village-owned street or sidewalk without approval from the Village Manager.

Industrial cooling water or unpolluted process waters may be discharged, on approval of the Manager, to a storm sewer, combined sewer, or natural outlet.

Violations shall be subject to penalties of not less than one hundred dollars ($100) and not more than five hundred dollars ($500) per day.

SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, subdivision, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof.

SECTION 6. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

Business of the Village Board
Village of Saranac Lake

BILL #89-2026

SUBJECT: Hire Fire Driver

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/15/2026

Resolution to hire Fire Driver for the Village of Saranac Lake Fire Department

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO HIRE
JOSEPH ARSENAULT TO THE POSITION OF FIRE DRIVER
WITHIN THE FIRE DEPARTMENT

WHEREAS, the Village has an open position for a Fire Driver, and,
WHEREAS, the Village of Saranac Lake is committed to maintaining a full staff, and;

WHEREAS, the Village of Saranac Lake submitted Joseph Arsenault's application to Franklin County Civil Service and it was approved;

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

NOW, THEREFORE BE IT RESOLVED, authorization is given to the Village Manager to hire Joseph Arsenault for a Fire Driver position.

Business of the Village Board
Village of Saranac Lake

BILL #90-2026

SUBJECT: Re-levy unpaid water/sewer bills

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/15/2026

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

RESOLUTION AUTHORIZING THE RE-LEVY OF UNPAID WATER/SEWER BILLINGS TO VILLAGE TAX BILL

WHEREAS, the Village of Saranac Lake has unpaid water and sewer bills at the end of the current quarterly billing; and,

WHEREAS, the Village of Saranac Lake may re-levy these outstanding amounts on the Village tax bills to be issued in June 2026.

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Village Board of Trustees authorizes the re-levy of unpaid water/sewer bills to the Village Tax bills to be issued for June 1, 2026.

Business of the Village Board
Village of Saranac Lake

BILL #91-2026

SUBJECT: Public Hearing Volunteer Fire Contract

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/16/2026

Resolution to call for a public hearing approving the 2026 SLVFD Contract

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

RESOLUTION CALLING FOR A PUBLIC HEARING AND APPROVING THE 2026 SLVFD CONTRACT BETWEEN THE VILLAGE OF SARANAC LAKE AND THE SARANAC LAKE VOLUNTEER FIRE DEPARTMENT

WHEREAS, the Village Board of Trustees shall hold a public hearing pursuant to Village Law 4-412 (b) in the matter of the Saranac Lake Volunteer Fire Department contract on Monday, May 11, 2026 at 5:30pm in the Village Board Room located at 39 Main Street on the second floor.

THEREFORE BE IT RESOLVED, that the Village Clerk give notice of the public hearing by publication in the newspaper so designated by the Village Board of Trustees for legal and public notices at least 10 days prior to the hearing.

AGREEMENT

THIS AGREEMENT, made effective the _____ day of May, 2026,

BETWEEN: VILLAGE OF SARANAC LAKE, INC., a municipal corporation duly organized and existing under the laws of the State of New York with principal offices located at 39 Main Street, Saranac Lake, New York, (hereinafter designated as the "Village")

and

SARANAC LAKE VOLUNTEER FIRE COMPANY, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New York with principal offices located at Broadway, Saranac Lake, New York (hereinafter designated as the "Fire Company"). Contract to be in place and fully in effect from May 11, 2026 to December 31, 2026.

WITNESSETH:

WHEREAS, the Village maintains a Fire Department pursuant to the provisions of New York Village Law Article 10 for the purpose of providing and furnishing within the Village's corporate limits (a) fire protection and (b) emergency services, including but not limited to emergency rescue in cases of accidents, calamities, alarms of fire, personal injuries and other emergencies in connection with which the services of firemen and emergency rescue personnel would be required; and

WHEREAS, the Fire Company has heretofore been organized, established and incorporated with the approval of the Village's Board of Trustees pursuant to Village Law §10-1004 for the purpose of providing volunteer members to operate the Village's Fire Department and provide such fire protection and emergency services in accordance with and subject to the requirements of applicable State and Federal laws, rules and regulations, including but not limited to New York Village Law Article 10; and

WHEREAS, the Village annually appropriates funds in its municipal budget to finance the operations of its Fire Department; and

WHEREAS, there has been duly established in Franklin County Town of Harrietstown and in Essex County Towns of St. Armand and North Elba, Fire Protection Districts embracing territory in each said Town; and

WHEREAS, contracts with said Towns, and Trustees for their respective fire Protection Districts, have heretofore been entered into by the Village providing for the furnishing to said districts and the properties therein fire protection pursuant to General Municipal Law Article 10; and

WHEREAS, the Fire Company has approved and consented to said agreements; and

the Fire Company represents that its members are qualified, trained and capable of providing and furnishing such services and that the Fire Company and its members possess the leadership and professionalism necessary to properly and competently perform such services; and

WHEREAS, a public hearing has been held pursuant to Village Law 4-412(b) following proper notice as required thereby, and,

WHEREAS, the Village and the Fire Company desire to set forth their respective rights and responsibilities relative to the operation of the Village's Fire Department and the furnishing of {a) fire protection and emergency services within the corporate limits of the Village and (b) fire protection and emergency rescue in the town fire protection districts with which the Village contracts for such services.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants herein, the receipt of good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties hereby agree as follows:

1. The monies required to be paid or expended by said Towns under the terms of the contracts with the Village shall be apportioned between the Village and the Fire Company as follows: The Village agrees to pay the Fire Company the annual sum of Ninety-two Thousand and Two hundred dollars ($92,200.00) during the term of this contract. Said annual sum shall be paid in two equal installments with the first such installment being paid on April 1, and the second such installment being paid on October 1.

2. The Village does hereby engage and retain the Fire Company, and the Fire Company hereby agrees to provide all necessary qualified, trained and competent personnel, to furnish:

·(a) Fire protection and emergency services (including but not limited to emergency rescue) within the corporate limits of the Village in cases of accidents, calamities, alarms of fire, personal injuries and other emergencies in connection with which the services of firemen, fire equipment, and emergency rescue personnel and equipment would be required; and

(b) Fire protection pursuant to Article 10 of the General Municipal Law to the town fire protection districts for which the Village has entered into a contract therefore and which has been approved by the Fire Company pursuant to General Municipal Law §209-d, and/or

(c) Emergency rescue and first aid squad relief pursuant to General Municipal Law §209-b to the town fire protection districts for which the Village has entered into a contract therefore and which the Fire Company pursuant to General Municipal Law §209-d has approved.

3. In consideration of the services to be provided and furnished by the Fire Company, the Village agrees to:

(a) Provide suitable space in the Village's firehouse for the Fire Company and its members to use and occupy, and in which to store their own equipment, in connection with the fire company's performance of this agreement;

(b) Provide communications equipment and dispatching facilities;

(c) Provide and pay for the costs of insurance coverage as follows:

(1) Worker's compensation insurance for the members of the Fire Company and any other fire department personnel including but not limited to paid fire drivers;

(2) Public liability insurance insuring the Village and the Fire Company in an amount of not less than $1 million dollars per occurrence, single limit for bodily injury for death and/or property damage;

(3) Fire, casualty and multi-peril insurance insuring the firehouse and all of the contents thereof owned by the Village.

(d) As part of the consideration paid by the Village to the Fire Company under this Agreement, in addition to the cash payment to be made, and in furtherance of a proper Village purpose, this Agreement includes the value of the Village providing regular maintenance and repairs to all fire department and Fire Company vehicles, apparatus and equipment including but not limited to annual hose testing, ladder testing, air pack servicing/inspection and extrication tools servicing/inspection.

4. In addition to the services to be provided and furnished by the Fire Company, the Fire Company agrees to:

(a) Provide the Village with a copy of the Fire Company's Federal tax return each year after the said return has been filed with the IRS;

(b) Provide, prepare, maintain and file all report forms and other documents required by State and/or Federal law, rule or regulation, as we as those customarily kept by municipal fire departments in the State of New York and as requested by the Village;

(c) Provide qualified, competent, trained and experienced personnel to perform and furnish the services required of the Fire Company under this agreement;

(d) Comply with and abide by all lawful rules, regulations and directives of the Village's Board of Trustees, so long as said rules, regulations and directives do not directly contradict the Fire Company's certificate of incorporation or its by-laws;

(e) Comply with and abide by all applicable State and Federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement subject to funding by the Village.

(f) Obtain and keep in full force and effect any and all licenses, permits and certificates required by any government authority having jurisdiction over the rendition and performance of the services to be furnished by the Fire Company under this agreement; and

(g) Promptly advise the Village of all damages to property of the Village or of others, or of injuries incurred by persons (including but not limited to members of the Fire Company), in any manner relating, either directly or indirectly to the performance of this agreement.

5. All policies of insurance to be provided by the Village and/or the Fire Company shall provide that the same may not be cancelled except upon twenty (20) days prior written

notice to the Village and Fire Company. The Village shall provide written proof of such insurance to the Fire Company at the time of the execution of this agreement, and whenever such insurance coverage are renewed during the term of this agreement.

6. It is understood and agreed that ownership in and title to any equipment, supplies, materials, vehicles, apparatus, appliances, goods and/or other personal or real property purchased or otherwise acquired with Village funds shall be with and remain with the Village and the Fire Company shall make no claim of any kind or nature therein or thereto. It is understood and agreed that ownership in and title to any equipment, supplies, materials, vehicles, apparatus, appliances, goods and/or other personal or real property purchased or otherwise acquired with Fire Company funds, including funds paid to the Fire Company by the Village pursuant to paragraph 1 (a) of this Agreement, shall be with and remain with the Fire Company and the Village shall make no claim of any kind or nature therein or thereto.

7. This agreement shall expire at the end of the day of December 31, 2026.

8. This agreement may be terminated without cause by either party upon 180 days prior written notice. In the event this agreement is terminated by either party, and the Village has paid monies to the Fire Company pursuant to paragraph 1 above, the Fire Company shall promptly refund the remaining monies to the Village. To arrive at the refund amount, a proration shall be used based on the termination date and the number of days remaining in the payment period as described in paragraph 1 above.

9. The Fire Company and its members, while engaged in the performance of their duties in providing the services to town fire protection districts, shall have the same rights, privileges, and immunities as if performing the same inside the corporate limits of the Village.

10. The Village and the Fire Company each agrees to indemnify, hold harmless and defend the other from all damages, claims, judgments, losses, costs and expenses, including but not limited to attorney fees, which may after this agreement may at any time be incurred, suffered, sustained by or imposed upon the other by third parties, by reason of acts or omissions of the other, arising out of, by virtue of, or incident to the services contemplated to be provided by the other under this agreement, including but not limited to bodily injury, sickness, disease, death, or destruction of tangible property which is caused in whole or in part solely by the act or omission of the Village or Fire Company, or anyone directly employed by one or the other. Whenever any loss, cost, damage or expense covered by this paragraph is paid in whole or in part by insurance proceeds, then the party so insured releases the other party from any liability they have on account of such loss, cost, damage or expenses to the extent of the amount recovered by reason of such insurance, and waives right or subrogation which might otherwise exist in or accrue to any person on account of

it, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate such insurance coverage or to increase its cost, except as otherwise provided by law including but not limited to General Municipal Law 205-b and 205-g.

11. The services to be furnished and rendered under this agreement by the Fire Company shall be available to any and all residents of the Village and/or the town fire protection districts without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment.

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

14. The Village shall have no liability under this contract to the Fire Company or to any other person or entity beyond the amount funds appropriated and available for this contract.

15. This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Fire Company, without the prior written consent of the Village, and any attempts to assign the contract without the Village's written consent are null and void.

16. Whenever the term "Fire Company" is used in this agreement, such term shall include and apply to all members, employees, officers, directors and agents, if any, of the Fire Company.

17. This agreement may not be amended, modified or renewed except by written agreement signed by the Fire Company and the Village.

18. This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

19. In the event that, for any reason, a new contract is not executed and effective at the end of the term of this Agreement, then the Parties hereto acknowledge that the terms of this Agreement will continue for a period not to exceed sixty (60) days or as long as the Parties hereto are engaging in contract negotiations, whichever is longer. Upon the termination of or failure of contract negotiations, the Agreement shall terminate, if not agreed upon, and the parties shall negotiate a new agreement. Nothing however, shall impair the rights of the parties to negotiate and agree to a new agreement retroactive to the termination date of this agreement or any extension thereof pursuant to Village Law 4-412(9)(c).

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement effective the day and year first above written.

FOR: Village of Saranac Lake

BY: _____

ITS: _____

FOR: Saranac Lake Volunteer Fire Company, INC.

BY: _____

ITS: _____

Business of the Village Board
Village of Saranac Lake

BILL #92-2026

SUBJECT: Park Use Application Can-Am Rugby Carnival

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Trustee Ryan

DATE SUBMITTED: 4/17/2026

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

RESOLUTION TO APPROVE PARK USE APPLICATION FOR 2026 ANNUAL CAN-AM CARNIVAL IN RIVERSIDE PARK AND ALLOW SALE OF ALCOHOL

WHEREAS, Can-Am Rugby is requesting usage of Riverside Park on Rugby Weekend, July 24-27, 2026, for the annual Can-Am Carnival, and

WHEREAS, Can-Am Rugby has partnered with the Hotel Saranac and other local vendors to provide food and beverage services during the carnival, and,

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

WHEREAS, special event permits from the New York State Liquor Authority will be obtained by vendors and a copy of this permit will be placed on file with the Village.

THEREFORE BE IT RESOLVED, the Village Board of Saranac Lake authorizes Can-Am Rugby to use Riverside Park for Can-Am Carnival from July 24-27, 2026 and allow sale of alcohol.

Business of the Village Board
Village of Saranac Lake

BILL #93-2026

SUBJECT: DEC ZEV Grant Acceptance

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/15/2026

A resolution to accept total award of $482,164 in NYS DEC Municipal Zero-emission vehicle (ZEV) Infrastructure Grant Program

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

RESOLUTION TO ACCEPT THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION 2024 MUNICIPAL ZERO-EMMISION VEHICLE INFRASTRUCTURE GRANTS FOR CONTRACT NUMBERS C03246, C03256, C03250, C03251, C03249, AND C03257

WHEREAS, the Village of Saranac Lake has been designated a Clean Energy Community and is committed to undertaking actions that can improve the environment; and

WHEREAS, sales of electric vehicles are fast growing; and

WHEREAS, the Village of Saranac Lake seeks to encourage the use of electric vehicles; and

WHEREAS, NYS DEC offered municipal zero-emission vehicle infrastructure grants in 2024 for the installation of electric vehicle chargers on municipal properties;

WHEREAS, the Village of Saranac Lake received six grants for the following parking lots: Mt. Pisgah, William Wallace/Lake Colby Park, Doresy Street, Berkeley Green, 83 Broadway (Rusty Nail), and 81 Broadway; and

WHEREAS, the cost ($482,164) of purchasing and installing a total of 30 charging stations will be reimbursed after completed installation;

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees authorizes the Village Manager to accept the total award of $482,164 for contract numbers C03246, C03256, C03250, C03251, C03249, AND C03257, awarded through the New York State Department of Environmental Conservations 2024 Municipal Zero-emission Vehicle (ZEV) Infrastructure Grant Program.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C03246GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003055 Federal Tax ID Number: 156001376	PROJECT NAME: ZEVIN 2024 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 39 MAIN ST STE 9 SARANAC LAKE, NY 12983 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2023 To: 09/30/2026 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $113,292.00 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☐ Attachment A:
- ☐ A-1 Agency Specific Terms and Conditions
- ☐ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget

- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: SARANAC LAKE VILLAGE OF

By: _____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

_____

_____

By: _____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

[1] For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the

program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

to the Contract.

I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. **Renewal:**

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

   The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any

subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

    a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

    b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

   a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

   i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required

to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

   b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

		Page
1	Executory Clause	3
2	Non-Assignment Clause	3
3	Comptroller's Approval	3
4	Workers' Compensation Benefits	3
5	Non-Discrimination Requirements	3-4
6	Wage and Hours Provisions	4
7	Non-Collusive Bidding Certification	4
8	International Boycott Prohibition	4
9	Set-Off Rights	4-5
10	Records	5
11	Identifying Information and Privacy Notification	5
12	Equal Employment Opportunities For Minorities and Women	5-6
13	Conflicting Terms	6
14	Governing Law	6
15	Late Payment	6
16	No Arbitration	6
17	Service of Process	6-7
18	Prohibition on Purchase of Tropical Hardwoods	7
19	MacBride Fair Employment Principles	7
20	Omnibus Procurement Act of 1992	7-8
21	Reciprocity and Sanctions Provisions	8
22	Compliance with Breach Notification and Data Security Laws	8
23	Compliance with Consultant Disclosure Law	8
24	Procurement Lobbying	8
25	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8
26	Iran Divestment Act	9
27	Admissibility of Contract	9

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. <u>SERVICE OF PROCESS</u>. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: mailto:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

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

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

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

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

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

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2023 - 09/30/2026
Contract Amount: $113,292.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2023 - 09/30/2026	$113,292.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2024
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$113,292.00	$0.00	0%	$0.00	$113,292.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$0.00	$0.00	0%	$0.00	$0.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$113,292.00	$0.00	0%	$0.00	$113,292.00
Total	$113,292.00	$0.00	0%	$0.00	$113,292.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Contractor (TBD) to complete purchase and installation of equipment.	$113,292.00	$0.00	0%	$0.00	$113,292.00
Total	$113,292.00	$0.00	0%	$0.00	$113,292.00

CONTRACTUAL NARRATIVE
Contractor to purchase and install: four (4) EVSE pedestals with dual cable aluminum retractors for side-by-side mounting, and eight (8) new Zerova AX Series 11 kW-48A single port Level 2 charging stations. Installation shall include EV signage, protective bollards, networking/cloud maintenance plan, commissioning/activation fee, programming each EVSE unit and freight.

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2024
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

The Village of Saranac Lake will install eight Level 2 Zerova AX Series 11 kW-48A single port EV charging stations at the parking lot of 100 Broadway, Saranac Lake NY 12983 (parcel 447.69-1-3.200). This municipally owned parking lot is centrally located in the village downtown.
The charging stations will be available to the public 24 hours a day, every day of the week. The parking lot is easily accessible with an entrance off the Village¿s main street. The goal of this project is to promote sustainable transportation and enhance public health for visitors and residents of the area.

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 . - Project Administration
Task
1.1 . - Public Relations
Performance Measures
1.1.1 . - Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. 1.1.2 . - The following attribution statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles and web posting, as well as all documents, brochures, reports, signage, maps, and exhibits: "This project has been funded in part by the Climate Smart Communities Grant Program, Title 15 of the Environmental Protection Fund through the New York State Department of Environmental Conservation."
Task
1.2 . - Reporting
Performance Measures
1.2.1 . - Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. 1.2.2 . - . Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request is due within 120 days of the contract end date. 1.2.3 . - Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. 1.2.4 . - MWBE reports filed quarterly in the New York State Contracts System at https://ny.newnycontracts.com/. SDVOB Quarterly Contractor Compliance Reports submitted to sdvob@dec.ny.gov/
Objective
2 . - Procure contractor ensuring compliance with local government procurement requirements and state MWBE & SDVOB goals.
Task
2.1 . - Prepare and advertise RFP for contractor.
Performance Measures
2.1.1 . - Copy of final RFP/BID and copies of advertisements placed through appropriate media, such as local newspaper and professional journals, submitted to DEC.
Task
2.2 . - Select contractor.
Performance Measures
2.2.1 . - List of applicants, intent to hire letter, copy of executed contract submitted to DEC.
Objective
3 . - Preparation of site
Task
3.1 . - Preparation of site to include installation of new 400-amp service entrance with pedestal, labels and grounding, trenching, 110 feet of conduit lines, and four protective bollards.
Performance Measures
3.1.1 . - Photographs of site before, during, and after preparation submitted to DEC.
Objective
4 . - Installation and activation of Zero Emission Vehicle infrastructure
Task
4.1 . - Installation of four pedestals with 2 side-by-side mount Zerova AX Series 11 kW-48A single port chargers at 100 Broadway, Saranac Lake, NY 12983.
Performance Measures
4.1.1 - Photographs of installed ZEV infrastructure submitted to DEC.

Task
4.2 . - Activation and testing of installed infrastructure.
Performance Measures
4.2.1 . - Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC.
Task
4.3 . - Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new
Performance Measures
4.3.1 . - Screen shot of DOE map showing new location submitted to the DEC.
Objective
5 . - Signage and Information
Task
5.1 . - Install wayfinding, acknowledgement, and EV-parking signage.
Performance Measures
5.1.1 . - Photographs of installed wayfinding, acknowledgement and ¿EV Parking while Charging Only¿ signage submitted to DEC.
Objective
6 . - Data Collection
Task
6.1 . - Municipality will provide DEC a log-on username and password for the purpose of downloading data on EVSE use through the respective provider network.
Performance Measures
6.1.1 . - Log-on username and password provided to DEC to view data on GHG emissions reductions.
Objective
7 . - In-service Agreement
Task
7.1 . - Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time.
Performance Measures
7.1.1 . - Copy of in-service agreement submitted to DEC.

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period : -			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
		-	

5. <u>Milestone/Performance Reimbursement</u> is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

    - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. <u>Fee for Service Reimbursement</u> is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency

approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period : –			
Progress Report	**Report Type**	**Report Period**	**Due Date**
		-	

E. Special Payment and Reporting Provisions:

Period :

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C03251GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003055 Federal Tax ID Number: 156001376	PROJECT NAME: ZEVIN 2024 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 39 MAIN ST STE 9 SARANAC LAKE, NY 12983 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2023 To: 09/30/2026 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $88,278.00 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☐ Attachment A:
- ☐ A-1 Agency Specific Terms and Conditions
- ☐ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget

- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: SARANAC LAKE VILLAGE OF

By: _____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

_____

_____

By: _____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

[1] For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the

program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

to the Contract.

I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. **Renewal:**

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

   The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any

subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

    a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

    b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

   a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

   i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required

to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

   b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

		Page
1	Executory Clause	3
2	Non-Assignment Clause	3
3	Comptroller's Approval	3
4	Workers' Compensation Benefits	3
5	Non-Discrimination Requirements	3-4
6	Wage and Hours Provisions	4
7	Non-Collusive Bidding Certification	4
8	International Boycott Prohibition	4
9	Set-Off Rights	4-5
10	Records	5
11	Identifying Information and Privacy Notification	5
12	Equal Employment Opportunities For Minorities and Women	5-6
13	Conflicting Terms	6
14	Governing Law	6
15	Late Payment	6
16	No Arbitration	6
17	Service of Process	6-7
18	Prohibition on Purchase of Tropical Hardwoods	7
19	MacBride Fair Employment Principles	7
20	Omnibus Procurement Act of 1992	7-8
21	Reciprocity and Sanctions Provisions	8
22	Compliance with Breach Notification and Data Security Laws	8
23	Compliance with Consultant Disclosure Law	8
24	Procurement Lobbying	8
25	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8
26	Iran Divestment Act	9
27	Admissibility of Contract	9

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. <u>SERVICE OF PROCESS</u>. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: mailto:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

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

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

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

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

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

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2023 - 09/30/2026
Contract Amount: $88,278.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2023 - 09/30/2026	$88,278.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2024
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$88,278.00	$0.00	0%	$0.00	$88,278.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$0.00	$0.00	0%	$0.00	$0.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$88,278.00	$0.00	0%	$0.00	$88,278.00
Total	$88,278.00	$0.00	0%	$0.00	$88,278.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Contractor (TBD) to purchase and install equipment.	$88,278.00	$0.00	0%	$0.00	$88,278.00
Total	$88,278.00	$0.00	0%	$0.00	$88,278.00

CONTRACTUAL NARRATIVE
Contractor to purchase and install: three (3) EVSE pedestals with dual cable aluminum retractors for side-by-side mounting, and six (6) new Zerova AX Series 11 kW-48A single port Level 2 charging stations. Installation shall include EV signage, protective bollards, networking/cloud maintenance plan, commissioning/activation fee, programming each EVSE unit and freight.

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2024
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

The Village of Saranac Lake will install six Level 2 Zerova AX Series 11 kW-48A single port EV charging stations on three pedestals (two units per pedestal, and 6 ports in total) at a municipally owned parking lot at 4 Moir Road, Saranac Lake, NY 12983. This parking lot is located at the Lake Colby recreation area, a Village owned beach and recreation area. The charging stations will be available to the public 24 hours a day, every day of the week. The parking lot is easily accessible with an entrance off Moir Road. The goal of this project is to promote sustainable transportation and enhance public health for visitors and residents of the area.

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 . - Project Administration
Task
1.1 . - Public Relations
Performance Measures
1.1.1 . - Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. 1.1.2 . - The following attribution statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles and web posting, as well as all documents, brochures, reports, signage, maps, and exhibits: "This project has been funded in part by the Climate Smart Communities Grant Program, Title 15 of the Environmental Protection Fund through the New York State Department of Environmental Conservation."
Task
1.2 . - Reporting
Performance Measures
1.2.1 . - Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. 1.2.2 . - Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request is due within 120 days of the contract end date. 1.2.3 . - Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. 1.2.4 . - MWBE reports filed quarterly in the New York State Contracts System at https://ny.newnycontracts.com/. SDVOB Quarterly Contractor Compliance Reports submitted to sdvob@dec.ny.gov/
Objective
2 . - Procure contractor ensuring compliance with local government procurement requirements and state MWBE & SDVOB goals.
Task
2.1 . - Prepare and advertise RFP for contractor.
Performance Measures
2.1.1 . - Copy of final RFP/BID and copies of advertisements placed through appropriate media, such as local newspaper and professional journals, submitted to DEC.
Task
2.2 . - Select contractor.
Performance Measures
2.2.1 . - List of applicants, intent to hire letter, copy of executed contract submitted to DEC.
Objective
3 . - Preparation of site
Task
3.1 . - Preparation of site to include installation of new 400-amp service entrance with pedestal, associated conductors for 6 x 48-amp EV charging stations, 120 ft electrical conduit lines, trenching, labels and grounding, and three protective bollards.
Performance Measures
3.1.1 . - Photographs of site before, during, and after preparation submitted to DEC.
Objective
4 . - Installation and activation of Zero Emission Vehicle infrastructure.
Task
4.1 . - Installation of three pedestals each with 2 side-by-side mount Zerova AX Series 11 kW-48A single port chargers at 4 Moir Road, Saranac Lake, NY 12983.
Performance Measures
4.1.1 - Photographs of installed ZEV infrastructure submitted to DEC.

Task
4.2 . - Activation and testing of installed infrastructure.
Performance Measures
4.2.1 . - Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC.
Task
4.3 . - Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new
Performance Measures
4.3.1 . - Screen shot of DOE map showing new location submitted to the DEC.
Objective
5 . - Signage and Information
Task
5.1 . - Install wayfinding, acknowledgement, and EV-parking signage.
Performance Measures
5.1.1 . - Photographs of installed wayfinding, acknowledgement and "EV Parking while Charging Only" signage submitted to DEC.
Objective
6 . - Data Collection
Task
6.1 . - Municipality will provide DEC a log-on username and password for the purpose of downloading data on EVSE use through the respective provider network.
Performance Measures
6.1.1 . - Log-on username and password provided to DEC to view data on GHG emissions reductions.
Objective
7 . - In-service Agreement
Task
7.1 . - Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time.
Performance Measures
7.1.1 . - Copy of in-service agreement submitted to DEC.

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period : -			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
		-	

5. <u>Milestone/Performance Reimbursement</u> is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

    - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. <u>Fee for Service Reimbursement</u> is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency

approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period : –			
Progress Report	**Report Type**	**Report Period**	**Due Date**
		-	

E. Special Payment and Reporting Provisions:

Period :

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C03249GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003055 Federal Tax ID Number: 156001376	PROJECT NAME: ZEVIN 2024 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 39 MAIN ST STE 9 SARANAC LAKE, NY 12983 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2023 To: 09/30/2026 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $89,124.00 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☐ Attachment A:
- ☐ A-1 Agency Specific Terms and Conditions
- ☐ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget

- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: SARANAC LAKE VILLAGE OF

By: _____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

_____

_____

By: _____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

[1] For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the

program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

to the Contract.

I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. **Renewal:**

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

   The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any

subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

    a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

    b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

   a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

   i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required

to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

   b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

		Page
1	Executory Clause	3
2	Non-Assignment Clause	3
3	Comptroller's Approval	3
4	Workers' Compensation Benefits	3
5	Non-Discrimination Requirements	3-4
6	Wage and Hours Provisions	4
7	Non-Collusive Bidding Certification	4
8	International Boycott Prohibition	4
9	Set-Off Rights	4-5
10	Records	5
11	Identifying Information and Privacy Notification	5
12	Equal Employment Opportunities For Minorities and Women	5-6
13	Conflicting Terms	6
14	Governing Law	6
15	Late Payment	6
16	No Arbitration	6
17	Service of Process	6-7
18	Prohibition on Purchase of Tropical Hardwoods	7
19	MacBride Fair Employment Principles	7
20	Omnibus Procurement Act of 1992	7-8
21	Reciprocity and Sanctions Provisions	8
22	Compliance with Breach Notification and Data Security Laws	8
23	Compliance with Consultant Disclosure Law	8
24	Procurement Lobbying	8
25	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8
26	Iran Divestment Act	9
27	Admissibility of Contract	9

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. <u>SERVICE OF PROCESS</u>. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: mailto:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

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

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

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

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

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

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2023 - 09/30/2026
Contract Amount: $89,124.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2023 - 09/30/2026	$89,124.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2024
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$89,124.00	$0.00	0%	$0.00	$89,124.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$0.00	$0.00	0%	$0.00	$0.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$89,124.00	$0.00	0%	$0.00	$89,124.00
Total	$89,124.00	$0.00	0%	$0.00	$89,124.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Contractor to complete purchase and installation of equipment.	$89,124.00	$0.00	0%	$0.00	$89,124.00
Total	$89,124.00	$0.00	0%	$0.00	$89,124.00

CONTRACTUAL NARRATIVE
Contractor to purchase and install: three (3) EVSE pedestals with dual cable aluminum retractors for side-by-side mounting, and six (6) new Zerova AX Series 11 kW-48A single port Level 2 charging stations. Installation shall include EV signage, protective bollards, networking/cloud maintenance plan, commissioning/activation fee, programming each EVSE unit and freight.

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2024
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

The Village of Saranac Lake will install six Level 2 Zerova AX Series 11 kW-48A single port charging stations three pedestals (two units per pedestal) at a municipally owned parking lot located at 48-56 Main Street, Saranac Lake NY 12983.

The charging stations will be available to the public 24 hours a day, every day of the week. The parking lot is easily accessible with an entrance off the Village's main street. The goal of this project is to promote sustainable transportation and enhance public health for visitors and residents of the area.

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 . - Develop and execute Operations Maintenance and Mitigation Monitoring Plan (OMMM).
Task
1.1 . - Grantee will develop and execute an operations maintenance and mitigation monitoring plan that meets the requirements outlined in the request for application.
Performance Measures
1.1.1 . - . Draft Operations Maintenance and Mitigation Monitoring Plan submitted to DEC for review. 1.1.2 . - Operations Maintenance and Mitigation Monitoring Plan executed. Copy of executed OMMM submitted to the DEC.
Objective
2 . - Project Administration
Task
2.1 . - Public relations
Performance Measures
2.1.1 . - Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. 2.1.2 . - The following attribution statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles and web posting, as well as all documents, brochures, reports, signage, maps, and exhibits: "This project has been funded in part by the Climate Smart Communities Grant Program, Title 15 of the Environmental Protection Fund through the New York State Department of Environmental Conservation."
Task
2.2 . - Reporting
Performance Measures
2.2.1 . - Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. 2.2.2 . - Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request is due within 120 days of the contract end date. 2.2.3 . - Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. 2.2.4 . - MWBE reports filed quarterly in the New York State Contracts System at https://ny.newnycontracts.com
Objective
3 . - Procure contractor ensuring compliance with local government procurement requirements and state MWBE and SDVOB goals.
Task
3.1 . - Prepare and advertise RFP for contractor.
Performance Measures
3.1.1 . - Copy of final RFP/BID and copies of advertisements placed through appropriate media, such as local newspaper and professional journals, submitted to DEC.
Task
3.2 . - Select contractor
Performance Measures
3.2.1 . - List of applicants, intent to hire letter, copy of executed contract submitted to DEC.
Objective
4 . - Preparation of site
Task
4.1 . - Preparation of site: preparation for full installation of 6 single port stations, 400-amp service entrance with pedestal, labels and grounding, trenching, conduit lines, and three protective bollards.
Performance Measures

4.1.1 . - Photographs of site before, during, and after preparation submitted to DEC.
Objective
5 . - Installation and activation of Zero Emission Vehicle infrastructure.
Task
5.1 . - Installation of three pedestals, each with 2 side-by-side mount Zerova AX Series 11 kW-48A single port chargers at 48-56 Main Street, Saranac Lake, NY 12983.
Performance Measures
5.1.1 . - Photographs of installed ZEV infrastructure submitted to DEC.
Task
5.2 . - Activation and testing of installed infrastructure.
Performance Measures
5.2.1 . - Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC.
Task
5.3 . - Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new
Performance Measures
5.3.1 . - Screen shot of DOE map showing new location submitted to DEC.
Objective
6 . - Signage and Information
Task
6.1 . - Install wayfinding and acknowledgement signage.
Performance Measures
6.1.1 . - Photographs of installed wayfinding, acknowledgement and ¿EV Parking while Charging Only¿ signage submitted to DEC.
Objective
7 . - Data Collection
Task
7.1 . - Municipality will provide DECC a log-on username and password for the purpose of downloading data on EVSE use through the respective provider network.
Performance Measures
7.1.1 . - Log-on username and password provided to DEC to view data on GHG emissions reductions.
Objective
8 . - In-service Agreement
Task
8.1 . - Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time.
Performance Measures
8.1.1 . - Copy of in-service agreement submitted to DEC.

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period : -			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
		-	

5. <u>Milestone/Performance Reimbursement</u> is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

    - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. <u>Fee for Service Reimbursement</u> is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency

approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period : –			
Progress Report	**Report Type**	**Report Period**	**Due Date**
		-	

E. Special Payment and Reporting Provisions:

Period :

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C03250GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003055 Federal Tax ID Number: 156001376	PROJECT NAME: ZEVIN 2024 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 39 MAIN ST STE 9 SARANAC LAKE, NY 12983 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2023 To: 09/30/2026 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $88,288.00 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☐ Attachment A:
- ☐ A-1 Agency Specific Terms and Conditions
- ☐ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget

- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: SARANAC LAKE VILLAGE OF

By: _____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

_____

_____

By: _____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

[1] For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the

program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

to the Contract.

I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. **Renewal:**

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

   The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any

subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

    a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

    b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

   a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

   i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required

to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

   b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

		Page
1	Executory Clause	3
2	Non-Assignment Clause	3
3	Comptroller's Approval	3
4	Workers' Compensation Benefits	3
5	Non-Discrimination Requirements	3-4
6	Wage and Hours Provisions	4
7	Non-Collusive Bidding Certification	4
8	International Boycott Prohibition	4
9	Set-Off Rights	4-5
10	Records	5
11	Identifying Information and Privacy Notification	5
12	Equal Employment Opportunities For Minorities and Women	5-6
13	Conflicting Terms	6
14	Governing Law	6
15	Late Payment	6
16	No Arbitration	6
17	Service of Process	6-7
18	Prohibition on Purchase of Tropical Hardwoods	7
19	MacBride Fair Employment Principles	7
20	Omnibus Procurement Act of 1992	7-8
21	Reciprocity and Sanctions Provisions	8
22	Compliance with Breach Notification and Data Security Laws	8
23	Compliance with Consultant Disclosure Law	8
24	Procurement Lobbying	8
25	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8
26	Iran Divestment Act	9
27	Admissibility of Contract	9

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. <u>SERVICE OF PROCESS</u>. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: mailto:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

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

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

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

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

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

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2023 - 09/30/2026
Contract Amount: $88,288.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2023 - 09/30/2026	$88,288.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2024
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$88,288.00	$0.00	0%	$0.00	$88,288.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$0.00	$0.00	0%	$0.00	$0.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$88,288.00	$0.00	0%	$0.00	$88,288.00
Total	$88,288.00	$0.00	0%	$0.00	$88,288.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Contractor (TBD) to purchase and install equipment.	$88,288.00	$0.00	0%	$0.00	$88,288.00
Total	$88,288.00	$0.00	0%	$0.00	$88,288.00

CONTRACTUAL NARRATIVE
Contractor to purchase and install: three (3) EVSE pedestals with dual cable aluminum retractors for side-by-side mounting, and six (6) new Zerova AX Series 11 kW-48A single port Level 2 charging stations. Installation shall include EV signage, protective bollards, networking/cloud maintenance plan, commissioning/activation fee, programming each EVSE unit and freight.

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2024
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

The Village of Saranac Lake will install six Level 2 Zerova AX Series 11 kW-48A single port EV charging stations on three total pedestals (two units per pedestal, 6 total ports) at a municipally owned parking lot located at 92 Mount Pisgah Lane, Saranac Lake NY 12983.

This parking lot is located at the Mount Pisgah recreation area and is open to the public. The charging stations will be available to the public 24 hours a day, every day of the week. The parking lot is easily accessible with an entrance off Mount Pisgah Lane. The goal of this project is to promote sustainable transportation and enhance public health for visitors and residents of the area.

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 . - Project Administration
Task
1.1 . - Public Relations
Performance Measures
1.1.1 . - Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. 1.1.2 . - The following attribution statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles and web posting, as well as all documents, brochures, reports, signage, maps, and exhibits: "This project has been funded in part by the Climate Smart Communities Grant Program, Title 15 of the Environmental Protection Fund through the New York State Department of Environmental Conservation."
Task
1.2 . - Reporting
Performance Measures
1.2.1 . - Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. 1.2.2 . - Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request is due within 120 days of the contract end date. 1.2.3 . - Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. 1.2.4 . - MWBE reports filed quarterly in the New York State Contracts System at https://ny.newnycontracts.com/. SDVOB Quarterly Contractor Compliance Reports submitted to sdvob@dec.ny.gov/
Objective
2 . - Procure contractor ensuring compliance with local government procurement requirements and state MWBE & SDVOB goals.
Task
2.1 . - Prepare and advertise RFP for contractor.
Performance Measures
2.1.1 . - Copy of final RFP/BID and copies of advertisements placed through appropriate media, such as local newspaper and professional journals, submitted to DEC.
Task
2.2 . - Select contractor.
Performance Measures
2.2.1 . - List of applicants, intent to hire letter, copy of executed contract submitted to DEC.
Objective
3 . - Preparation of site
Task
3.1 . - Preparation of site: preparation for full installation of 6 ports with new 400 amp service entrance with pedestal, labels and grounding, trenching and 85 ft conduit lines, and three protective bollards.
Performance Measures
3.1.1 . - Photographs of site before, during, and after preparation submitted to DEC.
Objective
4 . - Installation and activation of Zero Emission Vehicle infrastructure
Task
4.1 . - Installation of three pedestals each with 2 side-by-side mount Zerova AX Series 11 kW-48A single port chargers at 92 Mount Pisgah Lane, Saranac Lake, NY 12983.
Performance Measures
4.1.1 - Photographs of installed ZEV infrastructure submitted to DEC.

Task
4.2 . - Activation and testing of installed infrastructure.
Performance Measures
4.2.1 . - Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC.
Task
4.3 . - Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new
Performance Measures
4.3.1 . - Screen shot of DOE map showing new location submitted to the DEC.
Objective
5 . - Signage and Information
Task
5.1 . - Install wayfinding, acknowledgement, and EV-parking signage.
Performance Measures
5.1.1 . - Photographs of installed wayfinding, acknowledgement and ¿EV Parking while Charging Only¿ signage submitted to DEC.
Objective
6 . - Data Collection
Task
6.1 . - Municipality will provide DEC a log-on username and password for the purpose of downloading data on EVSE use through the respective provider network.
Performance Measures
6.1.1 . - Log-on username and password provided to DEC to view data on GHG emissions reductions.
Objective
7 . - In-service Agreement
Task
7.1 . - Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time.
Performance Measures
7.1.1 . - Copy of in-service agreement submitted to DEC.

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period : -			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
		-	

5. <u>Milestone/Performance Reimbursement</u> is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

    - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. <u>Fee for Service Reimbursement</u> is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency

approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period : –			
Progress Report	**Report Type**	**Report Period**	**Due Date**
		-	

E. Special Payment and Reporting Provisions:

Period :

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C03256GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003055 Federal Tax ID Number: 156001376	PROJECT NAME: ZEVIN 2024 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 39 MAIN ST STE 9 SARANAC LAKE, NY 12983 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2023 To: 09/30/2026 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $51,898.00 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☐ Attachment A:
- ☐ A-1 Agency Specific Terms and Conditions
- ☐ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget

- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: SARANAC LAKE VILLAGE OF

By: _____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

_____

_____

By: _____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

[1] For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the

program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

to the Contract.

I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. **Renewal:**

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

   The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any

subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

    a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

    b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

   a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

   i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required

to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

   b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

		Page
1	Executory Clause	3
2	Non-Assignment Clause	3
3	Comptroller's Approval	3
4	Workers' Compensation Benefits	3
5	Non-Discrimination Requirements	3-4
6	Wage and Hours Provisions	4
7	Non-Collusive Bidding Certification	4
8	International Boycott Prohibition	4
9	Set-Off Rights	4-5
10	Records	5
11	Identifying Information and Privacy Notification	5
12	Equal Employment Opportunities For Minorities and Women	5-6
13	Conflicting Terms	6
14	Governing Law	6
15	Late Payment	6
16	No Arbitration	6
17	Service of Process	6-7
18	Prohibition on Purchase of Tropical Hardwoods	7
19	MacBride Fair Employment Principles	7
20	Omnibus Procurement Act of 1992	7-8
21	Reciprocity and Sanctions Provisions	8
22	Compliance with Breach Notification and Data Security Laws	8
23	Compliance with Consultant Disclosure Law	8
24	Procurement Lobbying	8
25	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8
26	Iran Divestment Act	9
27	Admissibility of Contract	9

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. <u>SERVICE OF PROCESS</u>. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: mailto:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

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

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

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

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

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

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2023 - 09/30/2026
Contract Amount: $51,898.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2023 - 09/30/2026	$51,898.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2024
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$51,898.00	$0.00	0%	$0.00	$51,898.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$0.00	$0.00	0%	$0.00	$0.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$51,898.00	$0.00	0%	$0.00	$51,898.00
Total	$51,898.00	$0.00	0%	$0.00	$51,898.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Contractor (TBD) to purchase and install equipment,	$51,898.00	$0.00	0%	$0.00	$51,898.00
Total	$51,898.00	$0.00	0%	$0.00	$51,898.00

CONTRACTUAL NARRATIVE
Contractor to purchase and install: one (1) EVSE pedestal with dual cable aluminum retractors for side-by-side mounting, and two (2) new Zerova AX Series 11 kW-48A single port Level 2 charging stations. Installation shall include EV signage, protective bollards, networking/cloud maintenance plan, commissioning/activation fee, programming each EVSE unit and freight.

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2024
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

The Village of Saranac Lake will install two Level 2 Zerova AX Series 11 kW-48A single port EV charging stations (two charging ports total) at Berkeley Green parking lot located at 13 Broadway, Saranac Lake NY 12983. This municipally owned parking lot is located in the Village¿s central business district. The charging stations will be available to the public 24 hours a day, every day of the week. The parking lot is easily accessible with an entrance off Broadway Street. The goal of this project is to promote sustainable transportation and enhance public health for visitors and residents of the area.

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 . - Project Administration
Task
1.1 . - Public Relations
Performance Measures
1.1.1 . - Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. 1.1.2 . - The following attribution statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles and web posting, as well as all documents, brochures, reports, signage, maps, and exhibits: "This project has been funded in part by the Climate Smart Communities Grant Program, Title 15 of the Environmental Protection Fund through the New York State Department of Environmental Conservation."
Task
1.2 . - Reporting
Performance Measures
1.2.1 . - Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. 1.2.2 . - Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request is due within 120 days of the contract end date. 1.2.3 . - Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. 1.2.4 . - MWBE reports filed quarterly in the New York State Contracts System at https://ny.newnycontracts.com/. SDVOB Quarterly Contractor Compliance Reports submitted to sdvob@dec.ny.gov/
Objective
2 . - Procure contractor ensuring compliance with local government procurement requirements and state MWBE & SDVOB goals.
Task
2.1 . - Prepare and advertise RFP for contractor.
Performance Measures
2.1.1 . - Copy of final RFP/BID and copies of advertisements placed through appropriate media, such as local newspaper and professional journals, submitted to DEC.
Task
2.2 . - Select contractor.
Performance Measures
2.2.1 . - List of applicants, intent to hire letter, copy of executed contract submitted to DEC.
Objective
3 . - Preparation of site
Task
3.1 . - Preparation of site: preparation for full installation of 2 ports with new 200-amp service entrance and pedestal, associated conductors for 2 x 50 amp EV charging stations, labels and grounding, trenching and 40 ft conduit lines, and one protective bollard.
Performance Measures
3.1.1 . - Photographs of site before, during, and after preparation submitted to DEC.
Objective
4 . - Installation and activation of Zero Emission Vehicle infrastructure
Task
4.1 . - Installation of one pedestal with 2 side-by-side mount Zerova AX Series 11 kW-48A single port chargers with at 13 Broadway, Saranac Lake, NY 12983.
Performance Measures
4.1.1 - Photographs of installed ZEV infrastructure submitted to DEC.

Task
4.2 . - Activation and testing of installed infrastructure.
Performance Measures
4.2.1 . - Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC.
Task
4.3 . - Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new
Performance Measures
4.3.1 . - Screen shot of DOE map showing new location submitted to the DEC.
Objective
5 . - Signage and Information
Task
5.1 . - Install wayfinding, acknowledgement, and EV-parking signage.
Performance Measures
5.1.1 . - Photographs of installed wayfinding, acknowledgement and "EV Parking while Charging Only" signage submitted to DEC.
Objective
6 . - Data Collection
Task
6.1 . - Municipality will provide DEC a log-on username and password for the purpose of downloading data on EVSE use through the respective provider network.
Performance Measures
6.1.1 . - Log-on username and password provided to DEC to view data on GHG emissions reductions.
Objective
7 . - In-service Agreement
Task
7.1 . - Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time.
Performance Measures
7.1.1 . - Copy of in-service agreement submitted to DEC.

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period : -			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
		-	

5. <u>Milestone/Performance Reimbursement</u> is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

    - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. <u>Fee for Service Reimbursement</u> is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency

approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period : –			
Progress Report	**Report Type**	**Report Period**	**Due Date**
		-	

E. Special Payment and Reporting Provisions:

Period :

Business of the Village Board
Village of Saranac Lake

BILL #94-2026

SUBJECT: River Valley Regeneratives Memorandum of Understanding

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/22/2026

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

RESOLUTION ACCEPT RIVER VALLEY REGENERATIV MEMORANDUM OF UNDERSTANDING

WHEREAS, the Village of Saranac Lake, will secure an organic waste material hauler to pilot a food waste diversion project on behalf of the residents of the Village oof Sarana Lake

WHEREAS, Village of Saranac Lake will leverage this project as a component of it's Climate Smart Comminutes program participation.

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Village Board of Trustees authorizes the agreement to partner with River Valley Regeneratives (RiVR) LLC at 36 Church St, Redford, NY 12978.

Memorandum of Understanding
River Valley Regeneratives (RiVR) LLC at 36 Church St, Redford, NY 12978
&
The Village of Saranac Lake at 39 Main St, Suite 9, Saranac Lake, NY 12983

Purpose:
The purpose of this Memorandum of Understanding (MOU) is to secure an organic waste material hauler to pilot a food waste diversion project on behalf of the residents of the Village of Saranac Lake (The Village). The Village will leverage this project as a component of its Climate Smart Communities program participation.

Parties of the Agreement:
This agreement and is made and entered into between RiVR LLC at 36 Church St in Redford, NY 12978, hereinafter referred as the Agency, and the Village of Saranac Lake at 39 Main St, Suite 9, Saranac Lake, NY 12983, hereinafter referred to as the Partner.

Background:
The Agency is an organic waste hauling business located in the Hamlet of Redford, NY. They currently process 12-14 tons of wasted food/week into compost which is distributed to local farms and gardens. They collect scraps from haulers from residents, restaurants, institutions, schools and food processors across Essex, Franklin and Clinton counties. Diverting food waste from landfills offsets greenhouse gas emissions (buried food waste generates the potent GHG methane) while generating a local source of nutrient dense soil fertility to local growers.

Terms of the Agreement:
The Agency agrees to provide the Partner:

- Weekly food waste collection commencing on May 2, 2026 - bins will not be collected during colder temperatures if they are less than ½ full
- 1 fifty-gallon bin to be sited at 33 Petro Avenue, Saranac Lake, NY 12983. and retrofitted with a padlock - the Agency will notify the Partner in the event that the capacity of the bin is insufficient
- Educational materials for public education and engagement
- Management of potential users through an online quiz and intake form
- Promotion of the program at 3 farmers' markets throughout the summer
- Field questions from residents
- During warmer months, provide a supply of wood chips to mitigate odors and flies
- Monthly invoices including the total pounds of wasted food collected
- Draft a press release to be issued by the Partner in advance of launch of the program

The Partner agrees to:

- Remit $15/bin collected to the Agency upon receipt of invoice
- Communicate with the Agency if there are any issues with the collection site
- Provide a promotional sign at the site to direct the public
- Maintain the collection site for public safety and easy access for the Agency

- Promote the collection program through their website, social media and other options
- Partner with the Agency to submit Climate Smart Communities points when appropriate

Termination Clause:
The agreement may be terminated by either party, at any time with or without cause, giving a thirty (30) days written notice of intention to the other party.

River Valley Regeneratives LLC Owner
Jennifer Perry

Signature

Saranac Lake Village Manager
Bachana Tsiklauri

Business of the Village Board
Village of Saranac Lake

BILL #95-2026

SUBJECT: NYS DEC Smart Growth Grant Contract

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 4/22/2026

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

RESOLUTION ACCEPTING DEC SMART GROWTH GRANT CONTRACT

WHEREAS, the Village of Saranac Lake accepts a DEC Smart Growth Grant Contract - $119,107.00 with $10,000 local match – Lake Colby Beach Property.

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Village Board of Trustees authorizes the DEC Smart Growth Grant Contract.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C03399GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003055 Federal Tax ID Number: 156001376	PROJECT NAME: Lake Colby Accessibility ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 39 MAIN ST STE 9 SARANAC LAKE, NY 12983 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 04/01/2026 To: 03/31/2029 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $119,107.00 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☐ Attachment A:
- ☐ A-1 Agency Specific Terms and Conditions
- ☐ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget

- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: SARANAC LAKE VILLAGE OF

By: _____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

_____

_____

By: _____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

[1] For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the

program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

to the Contract.

I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. **Renewal:**

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

   The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any

subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

    a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

    b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

   a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

   i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required

to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

   b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

		Page
1	Executory Clause	3
2	Non-Assignment Clause	3
3	Comptroller's Approval	3
4	Workers' Compensation Benefits	3
5	Non-Discrimination Requirements	3-4
6	Wage and Hours Provisions	4
7	Non-Collusive Bidding Certification	4
8	International Boycott Prohibition	4
9	Set-Off Rights	4-5
10	Records	5
11	Identifying Information and Privacy Notification	5
12	Equal Employment Opportunities For Minorities and Women	5-6
13	Conflicting Terms	6
14	Governing Law	6
15	Late Payment	6
16	No Arbitration	6
17	Service of Process	6-7
18	Prohibition on Purchase of Tropical Hardwoods	7
19	MacBride Fair Employment Principles	7
20	Omnibus Procurement Act of 1992	7-8
21	Reciprocity and Sanctions Provisions	8
22	Compliance with Breach Notification and Data Security Laws	8
23	Compliance with Consultant Disclosure Law	8
24	Procurement Lobbying	8
25	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8
26	Iran Divestment Act	9
27	Admissibility of Contract	9

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. <u>SERVICE OF PROCESS</u>. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: mailto:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

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

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

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

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

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

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 04/01/2026 - 03/31/2029
Contract Amount: $119,107.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	04/01/2026 - 03/31/2029	$119,107.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: Lake Colby Accessibility
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 04/01/2026
To: 03/31/2029

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$125,000.00	$10,000.00	0%	$0.00	$135,000.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$0.00	$0.00	0%	$0.00	$0.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$125,000.00	$10,000.00	0%	$0.00	$135,000.00
Total	$125,000.00	$10,000.00	0%	$0.00	$135,000.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Contractual	$125,000.00	$10,000.00	0%	$0.00	$135,000.00
Total	$125,000.00	$10,000.00	0%	$0.00	$135,000.00

CONTRACTUAL NARRATIVE

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Lake Colby Accessibility
CONTRACTOR NAME: SARANAC LAKE VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 04/01/2026
To: 03/31/2029

The Phase 1 Lake Colby Beach/William Wallace Park Accessibility Upgrade project in the Village of Saranac Lake, NY, aims to improve accessibility, safety, and community access at one of the Village's most popular public waterfront recreation areas. The overall goal is to produce shovel-ready drawings and bid documents that modernize the beach and bathhouse facility, ensure ADA compliance, and prepare for future construction.

The target population includes residents of all ages and abilities, seasonal visitors, and families from Franklin and Essex Counties, with an estimated 2,500-3,000 individuals served annually. The service delivery method focuses on creating a fully accessible public space that can be safely and equitably enjoyed by the community, including barrier-free routes to the waterfront, upgraded facilities for lifeguards and staff, and improved pedestrian connections from parking areas to the beach.

The site is publicly accessible year-round, with peak use during the summer months for swimming, picnicking, and outdoor recreation. By addressing accessibility, infrastructure, and safety, the project seeks to enhance the overall visitor experience, support inclusive recreation, and promote equitable access for all community members.

Cost Effectiveness - Phase 1 focuses on producing shovel-ready construction drawings and bid documents, ensuring funds directly support project readiness. Costs are reasonable based on market rates, comparable municipal park projects, and historical Village project costs. The Village will competitively bid all design and bid preparation work, as it lacks internal capacity for professional construction documents. Budget allocations prioritize contractual services for design while covering administrative oversight and contingency. Supporting documentation are provided to demonstrate cost effectiveness and justify expenditures. Each expense is aligned with achieving ADA-compliant improvements and preparing for future construction.

Partnerships - Phase 1 Lake Colby Beach/William Wallace Park Accessibility Upgrade
project has strong support from Village leadership and the community. Identified through the Village's LWRP, which included extensive public engagement, the project reflects resident priorities and addresses diverse needs.
The Village Board, Village Manager, and Community Development Department will oversee the design and bid document phase, while local organizations and agencies have expressed support for its role in enhancing access, recreation, and tourism. Letters of support and local media coverage document this broad-based backing, ensuring the project aligns with community priorities and fosters transparent, inclusive

Planning Support - Phase 1 Lake Colby Beach/William Wallace Park Accessibility Upgrade builds on the Village of Saranac Lake's planning and economic initiatives, including the Comprehensive Plan, Local Waterfront Revitalization Program (LWRP), Parks Vision Plan, Tree City USA, and Monarch Friendly Community certification.

The Comprehensive Plan emphasizes community-centered growth, reinvestment in public assets, and quality of life. The LWRP identifies Lake Colby Beach as a priority for improved accessibility, modernized facilities, and safe waterfront access.

The Parks Vision Plan underscores accessibility, inclusive recreation, and environmental stewardship, guiding improvements that support visitor enjoyment and ecological health. Monarch Friendly emphasizes pollinator-friendly landscaping, native plantings, and sustainable habitat design. Tree City USA reflects the Village's commitment to urban forestry and green infrastructure, integrated into landscaping and stormwater management improvements. Producing shovel-ready construction drawings and bid documents translates these priorities into actionable improvements that modernize infrastructure, ensure ADA compliance, and enhance equitable access for residents and visitors of all ages and abilities. It reflects Smart Growth principles by reinvesting in an existing hub, strengthening recreation while preserving Lake Colby's natural character.

Overall, this project advances local and regional goals by improving infrastructure, supporting inclusive recreation, reinforcing community identity, and fostering long-term economic and social vitality aligned with Village planning efforts and Adirondack Park priorities.

Alignment with Special Conditions of the ADK Park - Phase 1 Lake Colby Beach/William Wallace Park Accessibility Upgrade strongly aligns with the Special Conditions of the Adirondack Park. Lake Colby Beach is one of the Village's most popular public recreation areas, providing swimming, picnicking, open space, and waterfront access for residents and visitors. This project strengthens the Park's tradition of high-quality, nature-based recreation by ensuring opportunities are fully accessible to people of all ages and abilities.

The project addresses current challenges: outdated infrastructure, inadequate accessibility, and stormwater runoff causing erosion and water quality threats. Shovel-ready plans will allow the Village to implement durable, ADA-compliant, environmentally sound improvements that safeguard Lake Colby for future generations.

By advancing a long-standing local priority into construction readiness, a modernized, accessible beach will expand outdoor recreation, improve public safety, and increase equitable access. These improvements support tourism, benefit small businesses and hospitality services, and enhance year-round economic vitality, while enriching daily life for residents.

The project also buffers the Park from environmental and economic threats. Sustainable grading, drainage, and erosion-control strategies will protect water quality and scenic resources. Economically, an inclusive public space broadens the visitor base and strengthens resilience to tourism fluctuations by diversifying participation in Park experiences. n summary, this project builds on the Park's strengths, addresses pressing challenges, leverages community and economic opportunities, and implements solutions that buffer the Park from future risks. Lake Colby Beach will become a model of sustainable, inclusive, community-centered recreation, reflecting the Park's balance of conservation, accessibility, and vitality.

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Field Investigations - See below
Task
1.1 Add Narrative Summary for Quarterly Progress Report - Add Narrative Summary 2000 characters
Performance Measures
1.1.1 Add Narrative Summary 2000 characters - Add Narrative Summary 2000 characters
Task
1.2 Geotechnical & Hazardous Materials - performs soil borings, test pits, infiltration tests, and limited hazardous materials survey
Performance Measures
1.2.1 Reports delivered - Consultant provides Geotechnical Report and Limited Hazardous Materials Survey Report for Village review 1.2.2 Narrative Summary - Enter Here past and future 3-6 months
Task
1.3 Bidding - Village will bid per MWBE/SDVOB guidelines
Performance Measures
1.3.1 Issue bids for project, hire consultant - Complete procurement and MWBE/SDVOB process
Task
1.4 Survey & Mapping - complete topographic survey, mapping, and establishes project control points
Performance Measures
1.4.1 Survey completion - Consultant prepared maps and all relevant site features
Task
1.5 Site assessment & data collection - consultant conducts on-site evaluations, documents grading, drainage, accessibility, and safety conditions
Performance Measures
1.5.1 Investigation complete - Consultant delivers detailed site documentation including wetland delineation, topography, and physical features
Objective
2 Design & Permitting Phase - see below
Task
2.1 Permitting - prepares permit applications as needed
Performance Measures
2.1.1 permits obtained - All required regulatory permits secured to allow construction readiness
Task
2.2 Schematic & Design Development - Consultant develops concept drawings, building/programming layouts, and 90% design plans
Performance Measures
2.2.1 Design documents complete - Plans, project manual, and construction cost estimates submitted for Village approval
Objective
3 SWPPP - see below
Task
3.1 Stormwater Pollution Prevention Plan - develops SWPPP including post-construction stormwater management, water quality and quantity controls
Performance Measures
3.1.1 SWPPP approved - SWPPP meets standards
Objective
4 Grant Administration - see below

Task
4.1 Consultant coordination - coordinate site access, provide record documentation, and review all deliverables
Performance Measures
4.1.1 Project on schedule & compliant - All consultant tasks executed on time, within budget, and compliant with ADA, environmental, and regulatory requirements

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period : -			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
		-	

5. <u>Milestone/Performance Reimbursement</u> is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

    - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. <u>Fee for Service Reimbursement</u> is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency

approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period : –			
Progress Report	**Report Type**	**Report Period**	**Due Date**
		-	

E. Special Payment and Reporting Provisions:

Period :

Business of the Village Board
Village of Saranac Lake

BILL #96-2026

SUBJECT: Procurement Policy

FOR AGENDA: 4/27/2026

DEPT OF ORIGIN: Trustee White

DATE SUBMITTED: 4/22/2026

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR BRUNETTE _____

TRUSTEE EVANS _____

TRUSTEE RYAN _____

TRUSTEE TRUDEAU _____

TRUSTEE WHITE _____

RESOLUTION AUTHORIZING
PROCUREMENT POLICY

WHEREAS, the Village of Saranac that the Village hereby adopts it Procurement Policy in accordance with General Municipal Law §104-b

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Village Board of Trustees authorizes General Municipal Law §104-b.

VILLAGE OF SARANAC LAKE

PURCHASING POLICY

Adopted by the Board of Trustees – April ##, 2026

TABLE OF CONTENTS

I. Policy Statement 2
II. The Purchasing Process 2
III. Methods of Purchase 2
IV. County Contract 4
V. State Contracts 4
VI. Purchasing Involving Some State and Federal Funds 4
VII. Piggyback Contracts 4
VIII. Purchasing Policies and Control 5
IX. Sole Source 5
X. Professional Services 5
XI. Purchase Orders 6
XII. Formal Sealed Bids 6
XIII. Request for Proposals (RFP) 7
XIV. Bid Prices Submitted 7
XV. Prevailing Wages 7
XVI. Insurance 7
XVII. Security 8
XVIII. Award of Contract 8
XIX. Award to Other Than Lowest Responsible Dollar Offeror 8
XX. Deliveries 9
XXI. Invoicing and Payment 9
XXII. Gifts and Gratuities 9
XXIII. Credit Cards 9
XXIV. Additional Purchasing Controls 10

I. POLICY STATEMENT

In accordance with the Village of Saranac Lake adopted procedures, the Purchasing Official is authorized to administer all purchasing activities with regard to materials, supplies, services and equipment. The primary function of the Purchasing Official is to ensure that the Village of Saranac Lake receives the best possible products and services that meet the needs of the requesting department at the lowest possible cost.

In this document, unless otherwise noted, the term "political subdivision" applies to the Village of Saranac Lake in its entirety. The term "Purchasing Official" may also apply to an appropriate designee for whom the Purchasing Official oversees.

Rules governing purchasing and contract procedures were established under the concept of open competitive bidding as set forth by General Municipal Law (GML §§ 103 and 104-b). Under this system, purchase awards are made to the lowest responsible vendor who meets the Village's specifications and is capable of delivering the service or product. These specifications and conditions are outlined in bid packages that are available to all interested vendors.

The Village of Saranac Lake encourages all segments of the business community to participate in its purchasing program. The Purchasing Official coordinates vendor contracts and supervises the procurement process to ensure compliance with purchasing policies and procedures.

II. THE PURCHASING PROCESS

The Purchasing Official maintains a list of qualified vendors for solicitation of quotes and bids. Vendors wishing to be included on the Vendor Bid List may contact the Purchasing Official to have their company's name added.

III. METHODS OF PURCHASE

The following purchasing methods are used by the Village to acquire products, services and equipment:

COMMODITIES, EQUIPMENT & GOODS/ PROFESSIONAL SERVICES

Dollar Limit	Required Procedure
$1 – $2,499	At the discretion of the Department Head. All purchases require documented justification
$2,500 – $4,999	Documented telephone quotes from at least 3 separate vendors ; purchases of $2,500 or more require PRIOR Finance Committee approval.
$5,000 – $20,000	Written quotes from at least 3 separate vendors; purchases require PRIOR Finance Committee approval.
$20,001 and above	Sealed bids in conformance with General Municipal Law § 103; purchases of require PRIOR Finance Committee approval.

PUBLIC WORKS PROJECTS / CONTRACTS

Dollar Limit	Required Procedure
$1 – $2,499	At the discretion of the Department Head. All purchases require documented justification;
$2,500 – $4,999	Documented telephone quotes from at least 3 separate vendors; purchases of $2,500 or more require PRIOR Finance Committee approval.
$5,000 – $35,000	Written quotes from at least 3 separate vendors (if available) ;purchases require PRIOR Finance Committee approval.
$35,001 and above	Sealed bids in conformance with General Municipal Law § 103; purchases require PRIOR Finance Committee approval.

PROFESSIONAL SERVICE CONTRACTS

Dollar Limit	Required Procedure
$1 – $2,499	At the discretion of the Village Manager. All purchases require documented justification;
$2,500 – $4,999	Documented telephone quotes from at least 3 separate vendors; purchases of $2,500 or more require PRIOR Finance Committee approval.
$5,000 – $10,000	Written quotes from at least 3 separate vendors (if available); purchases require PRIOR Finance Committee approval.
$10,001 and above	Sealed bids in conformance with General Municipal Law §103; purchases require PRIOR Finance Committee approval.

A good faith effort shall be made to obtain the required number of proposals or quotations. If the required number cannot be obtained, the purchaser will document the attempt, including the vendors contacted and the reason no quote or proposal could be secured. The failure to obtain the required number of proposals shall not be a bar to procurement.

In the course of normal business, departments are authorized to secure quotes in accordance with the above thresholds. All quotes secured by individual departments are subject to review and approval by the purchasing official. Vendors should exercise particular care when quoting prices to ensure accuracy of quantities, units of measure, pricing, and delivery terms.

Telephone quotes should be provided the same day as requested, if possible. Written, faxed, or electronic quotes are solicited by issuance of a "Request for Quote" form; the vendor should return the completed form within the designated time period. The Village will accept quote responses via US Mail, courier service, scanned email, or fax.

IV. COUNTY CONTRACT

County governing boards within New York State may make provision in county purchase contracts allowing political subdivisions and districts to piggyback off their contracts—that is, to purchase materials, equipment and supplies under such contracts. These purchases must be made in accordance with rules adopted by the county board prescribing the conditions under which such purchases may be made (County Law § 408-a).

Pursuant to GML § 103(3), purchases made through the county are exempt from the competitive bidding requirements of GML § 103.

V. STATE CONTRACTS

Pursuant to GML § 104, political subdivisions are authorized to make purchases of materials, equipment and supplies (except printed material) through the NYS Office of General Services (OGS), subject to rules established by OGS (see State Finance Law § 163). GML § 104 provides that such purchases are exempt from competitive bidding requirements.

VI. PURCHASING INVOLVING SOME STATE AND FEDERAL FUNDS

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

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

VII. PIGGYBACK CONTRACTS

A "Piggyback Contract" is a contract let by the United States or any agency thereof, any state, or any other county, political subdivision, or district therein. For the piggyback contract exclusion to apply, the contract must have been let in a manner consistent with GML § 103 and made available for use by other governmental entities.

GML § 103 stipulates three prerequisites that must be met for a procurement to take place under this exception:

- The contract must have been let by the United States or any agency thereof, any state, or any other political subdivision or district therein.
- The contract must have been "made available for use by other governmental entities," meaning the contract must include language extending its terms and conditions to other governmental entities.

- The contract must have been "let to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103."

Each contract presented under this section must be individually evaluated on a case-by-case basis. Any proposed agency or political subdivision must have a due diligence assessment performed to ensure compliance with GML. If the due diligence demonstrates compliance with GML § 103, a resolution must be presented to the Village Board approving the purchase.

VIII. PURCHASING POLICIES AND CONTROL

Planning

A. Anticipate Your Needs: Once you have established what you need, within the limitation of your budget, requisition these needs as far in advance as possible. Adequate lead time affords the Purchasing Official the opportunity to solicit competitive bids or quotes and obtain the best possible value.

B. Emergencies: An exception to competitive bidding requirements exists for emergency situations. Three basic statutory criteria must be met to fall within this exception:

- The situation arises out of an accident or other unforeseen occurrence or condition.
- The circumstances affect public buildings, public property, or the life, health, safety, or property of the political subdivision's residents.
- The situation requires immediate action that cannot await competitive bidding.

In short, if the need can be foreseen in the future, the standard bid process should be followed.

IX. SOLE SOURCE

Competitive bidding is not required under GML § 103 in those limited situations when a political subdivision, in the public interest, requires particular goods or services that uniquely serve the public interest, for which there is no substantial equivalent, and which are in fact available only from one source.

In making a sole source determination, the political subdivision should document, among other things:

- The unique benefits of the item as compared to items available in the marketplace.
- That no other item provides substantially equivalent or similar benefits.
- That, considering the benefits received, the cost of the item is reasonable compared to other products or services in the marketplace.
- That there is no possibility of competition for the procurement.

X. PROFESSIONAL SERVICES

The courts have held that "professional services" are not contracts for public work as that phrase is used in the bidding statutes, and therefore are not subject to competitive bidding procedures. Generally, professional services involve specialized expertise, the use of professional judgment, and/or a high degree of creativity.

Services held to be exempt from competitive bidding under this exception include those of engineers, architects, land surveyors, attorneys, physicians, and insurance brokers. To assist the Purchasing Official in selecting a vendor for professional services—particularly where market rates for services may fluctuate—the use of a Request for Proposal (RFP), or Request for Quote (RFQ) where appropriate, specifying the services requested is required for engagements of $10,000 or more, unless waived by the Board. All professional services engagements require PRIOR Finance Committee approval regardless of amount.

PROFESSIONAL SERVICE CONTRACTS

Dollar Limit	Required Procedure
$1 – $2,499	At the discretion of the Village Manager. All purchases require documented justification;
$2,500 – $4,999	Documented telephone quotes from at least 3 separate vendors; purchases of $2,500 or more require PRIOR Finance Committee approval.
$5,000 – $10,000	Written quotes from at least 3 separate vendors (if available); purchases require PRIOR Finance Committee approval.
$10,001 and above	Sealed bids in conformance with General Municipal Law §103; purchases require PRIOR Finance Committee approval.

XI. PURCHASE ORDERS

A. Requisitions: In ALL instances and without exception, the requisition must be entered and a purchase order completed before a purchase is made. If the Chief Fiscal Officer receives any claims for materials, supplies, or services for which no purchase order was issued, the Purchasing Official in conjunction with the Treasurer will have the authority to nullify payment of such claim. Direct payment claim vouchers should be avoided.

B. Confirming Purchase Orders: No purchase shall be made without prior approval and issuance of a purchase order. Unauthorized purchases shall not be paid. Confirming purchase orders are prohibited except in documented emergency circumstances approved by the Purchasing Official.

C. Blanket Purchase Orders: Issued as requested to various vendors for purchase of items considered to be of an immediate or recurring need, or for the purpose of consolidating purchases (such as electric or telephone bills involving ongoing purchases). Blanket Purchase Orders must be issued on a monthly basis.

XII. FORMAL SEALED BIDS FOR COMMODITIES OVER $20,000, PROFESSIONAL SERVICES OVER $20,000 AND PUBLIC WORKS PROJECTS/CONTRACTS OVER $35,000

All purchases of "like" commodities exceeding $20,000, and public works projects/contracts of "similar scope" exceeding $35,000 in the aggregate for all departments combined annually, are acquired through the formal sealed bid process.

The sealed bid process includes the following steps:

- Legal notices are published in local newspapers informing the public of the products or services being bid.
- Bid packages are prepared with detailed specifications and conditions, including items bid, units and total quantity desired, instructions for bidding, delivery information, bid opening dates, and any special requirements.
- Bid notices are distributed to Bid Services (companies that inform prospective vendors of bids in their field of work). Bid packages are available for pickup at the Village of Saranac Lake Offices and can be shipped by US Mail. Vendors may request shipping via a package service (e.g., FedEx or UPS) at the vendor's expense.
- The Vendor Bid List (those vendors who have picked up bid packages) shall not be released prior to a bid opening, as this may adversely affect bids received and/or encourage collusion. Any requests for this information will be directed to the Purchasing Official. No exceptions are made to this policy.
- Any bids not arriving prior to the bid-opening deadline will be rejected and returned to the bidder unopened. Sealed bids are publicly opened and read at the time and place designated in the bid documents and legal notices.
- All bid tabulations showing bid results are available for public inspection during regular business hours at the Village of Saranac Lake Offices.

Purchase orders and/or contracts are awarded to the lowest responsive and responsible bidder(s) meeting Village specifications. The Village reserves the right to reject any and all bids, or parts of bids, when such rejection is in the best interest of the Village, and reserves the right to award bids on an item-by-item or aggregate basis, whichever is deemed to be in the best interest of the Village.

XIII. REQUEST FOR PROPOSALS (RFP)

Requests for proposals are traditionally used as a means of obtaining all types of professional services. A Request for Proposals (RFP) and the evaluation of proposals may consider price plus other factors such as experience, staffing, service areas, level of service, quality of service, and professional reputation. The RFP process involves soliciting proposals from various firms and evaluating the proposals received.

XIV. BID PRICES SUBMITTED

The bid price submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Village. All prices submitted must include all delivery charges to the Village of Saranac Lake.

XV. PREVAILING WAGES

Prevailing wages shall be paid for each contract in which the municipality involves the employment of laborers, workmen, or mechanics, as outlined in Article 8 of the New York State Labor Law.

XVI. INSURANCE

The Village may require that insurance be procured with specified coverage amounts, and that an insurance declaration page and/or copy of the policy be provided prior to issuance of a purchase

order or payment. The declaration page or policy certificate provided must name "The Village of Saranac Lake" as an Additional Named Insured.

Additionally, if the service being provided is considered a "Professional Service," the Village may require that a "Certificate of Professional Liability" be provided, naming the Village of Saranac Lake as an Additional Named Insured.

XVII. SECURITY

If security is required, the bid invitation will indicate the kind and amount of security needed. Submitted bid packages will not be considered by the Village if the specified security is not enclosed.

The Village uses two types of security:

A. Bid Deposit (Certified Check or Bid Bond): The deposit must be for the amount specified in the bid invitation. The deposit will be forfeited to the Village should the successful bidder fail to enter into a contract or to accept a purchase order. Bid Deposits are returned to unsuccessful bidders by mail.

B. Performance, Labor and Material Bonds: These bonds may be required from a successful bidder on certain bids. The Village holds these bonds until all contract obligations are satisfactorily met. The bonds may be forfeited to the Village should the successful bidder fail to comply with the terms and conditions set forth in the specifications and the award. Bonds are to be made payable to "The Village of Saranac Lake."

XVIII. AWARD OF CONTRACT

Award of contract will be made to the lowest responsible qualified bidder whose proposal complies with all provisions required in the bid package. The Village reserves the right to waive any informality or to reject any or all proposals, and may advertise for new proposals if, in its opinion, the best interest of the Village will be served.

The Village may require any or all bidders to present evidence of experience, ability, and financial standing, as well as a statement regarding the equipment they will have available for execution of the contract. The Village reserves the right, at its discretion, to award a contract either on an item-by-item basis or as a total award of all items in combination.

XIX. AWARD TO OTHER THAN THE LOWEST RESPONSIBLE DOLLAR OFFEROR

Whenever any contract is awarded to other than the lowest responsible dollar offeror, the reasons that such an award furthers the purposes of General Municipal Law § 104-b shall be documented. The Village of Saranac Lake may award purchase contracts and service contracts that have been procured pursuant to competitive bidding under GML § 103(1) by either the lowest responsible bidder standard or the best value standard.

Best Value Standard

i. **Definition.** "Best value" is defined in State Finance Law § 163 as "the basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among

responsive and responsible offerors." The Board of Trustees adopts this definition as may be modified from time to time by the State Legislature.

ii. **Applicability.** The best value standard may only be used for purchase contracts, including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the Labor Law. When awarding contracts under the best value standard, the Village must consider the overall combination of quality, price, and other elements of the required commodity or service that in total are optimal relative to Village needs. Use of the best value standard must rely, wherever possible, on objective and quantifiable analysis. The best value standard may identify as a quantitative factor whether offerors are small businesses or certified minority- or women-owned business enterprises as defined in New York Executive Law § 310.

iii. **Approval.** Use of the best value standard for the procurement of goods and services requires approval from the Board. The Board must also approve the factors to be considered when awarding contracts under this standard.

XX. DELIVERIES

Deliveries to departments are to be completed between the hours of 8:00 AM and 4:00 PM, unless otherwise specified on the purchase order.

All Bills of Lading must include a complete "Ship To" address and purchase order numbers as they appear on the purchase order received.

XXI. INVOICING AND PAYMENT

To ensure prompt payment of a purchase order, invoices containing the proper information must be submitted to the "Ship To" address indicated on the purchase order. Invoices must contain the Purchase Order number, quantities, unit of measure, and total prices as stated on the purchase order. Authorized Village representatives will issue no payments prior to receipt and acceptance of products and services.

The Village of Saranac Lake is exempt from paying all Sales Tax and Compensating Use Tax imposed by the State pursuant to N.Y.S. Tax Law § 1116(A)(1). Upon request, a letter attesting to this fact will be executed and signed by the Village Treasurer as the Chief Fiscal Officer.

XXII. GIFTS AND GRATUITIES

Village policy prohibits acceptance of gifts at any time, other than advertising novelties. Employees must not become obligated to any supplier and shall not participate in any Village transaction from which they will benefit directly or indirectly.

XXIII. CREDIT CARDS

The Village of Saranac Lake authorizes credit cards for the Village Manager and the Village Accounts Payable personnel (two physical cards in total) for purchasing of goods and services from vendors that do not accept purchase orders. The Village will obtain two credit cards from the financial institution in which it has established its account.

Authorized Credit Card Users

- Primary: Village Manager
- Secondary: Accounts Payable

Additional Cardholders

Each additional credit card for every additional designated cardholder must be approved by the Village Manager. The Village Manager must notify the Village Treasurer regarding each additional cardholder so that the Treasurer's monthly credit card payment audit is accurately conducted.

Credit Limits

- $10,000.00 per designated credit cardholder.

Purchasing Restrictions

A. In-Store Purchases: Either the Village Manager or the Accounts Payable personnel must be physically present at the time of conducting the sale.

B. Online Purchases: Department heads, or an employee assigned to an item purchasing request per the department head's instructions, must contact Accounts Payable. Accounts Payable personnel will complete the purchase after all necessary information is provided (item website link, item quantity, shipping address, shipping type, etc.). A standardized form for submitting order information will be provided to departments.

C. Personal Use Prohibited: No personal use of the Village's credit card is permitted. Any unauthorized expenditures charged to an issued credit card are the responsibility of the designated cardholder and must be reimbursed to the Village immediately.

D. Phone Payments: Over-the-phone payments are not permitted.

XXIII. ADDITIONAL PURCHASING CONTROLS

The following controls supplement all other sections of this Purchasing Policy and apply across all purchase types and thresholds:

- **Purchase Splitting Prohibited:** Splitting purchases into smaller transactions to avoid dollar thresholds or competitive bidding requirements is strictly prohibited and may constitute a violation of General Municipal Law.
- **Finance Committee Approval:** Finance Committee approval is required PRIOR to commitment for all purchases of $2,500 or more, including professional services regardless of amount. Departments may not commit to any vendor or service engagement above this threshold without documented Finance Committee authorization.
- **Emergency Purchases:** Emergency purchases made outside the normal procurement process must be fully documented in writing, including the nature of the emergency, the vendor selected, and the amount committed. All such purchases must be formally ratified by the Board of Trustees at the next regularly scheduled meeting.

The intent of the Purchasing Policy of the Village of Saranac Lake is to provide guidance. It is not intended to be all-inclusive, as no single publication can encompass every question or scenario. Any question that cannot be answered by these guidelines should be directed to the Purchasing Official in writing.

In any matter not specifically addressed in this policy, New York State General Municipal Law §§ 103 and 104-b will guide the Purchasing Official in making a determination.

DRAFT

Village of Saranac Lake
Procedures for Village Committees and Task Forces

1. Applicability

- These procedures apply to all Village committees and task forces that have not adopted their own bylaws.
- Any board or committee that has adopted bylaws shall be governed by those bylaws. In the event of conflict, the bylaws control.
- All boards, committees, and task forces — whether or not they have adopted bylaws — shall comply with applicable state law, including the New York State Open Meetings Law and the Freedom of Information Law.

2. Meetings

Regular Meetings

- Regular meetings should be scheduled on a consistent day and time and held in a location that is open and accessible to the public.
- Meetings shall be publicly noticed on the Village website and Village online calendar.
- Agendas shall be prepared by assigned staff under the direction of the Chair and posted to the Village website at least 24 hours before the meeting.

Special Meetings

- Special meetings may be called by the Chair or by a majority of the appointed members.
- Written notice of a special meeting shall be provided to all members at least 48 hours in advance, unless a shorter period is agreed to by all members.
- Public notice of a special meeting shall be provided in accordance with the Open Meetings Law.

Minutes

- Assigned staff shall record minutes of each meeting.
- Minutes shall be posted to the Village website within one (1) week of the meeting.
- All agendas, minutes, and supporting materials shall be retained in accordance with the village's record retention policy.

3. Quorum and Voting

- A majority of the members shall constitute a quorum for the transaction of business.
- Actions shall be taken by a majority vote of members present at a meeting at which a quorum is present.
- In the absence of a quorum, those present may recess the meeting to a later time.

4. Conduct of Business

- The Chair shall preside at meetings and is responsible for maintaining order and ensuring the agenda is followed.
- In the absence of the Chair, the Vice-Chair (if one has been designated) shall preside. If neither is available, the members present shall elect a presiding officer for that meeting.
- Subcommittees or working groups may be designated by the Ex-Officio as necessary to investigate and report on specific matters.

5. Public Participation

- Meetings are open to the public.
- The Chair may provide an opportunity for public comment in accordance with procedures established by the body.
- Time permitting, the Chair may allow public comment from individuals not on the agenda following the call to order. Written comments may be submitted at any time and shall be noted in the minutes of the next regular meeting.

6. Remote Participation

- Members may participate remotely.

7. Attendance

- Members are expected to attend all regularly scheduled meetings.
- Upon a member's third consecutive unexcused absence, or fifth unexcused absence within a twelve-month period, the Chair shall notify the Ex-Officio. The Board of Trustees may remove the member and appoint a new member to finish the term.

8. Conflicts of Interest

- Members shall adhere to the Village's code of ethics and shall disclose any known conflict of interest before discussion of the affected matter.
- A member with a conflict of interest shall not vote on the affected matter.

9. Staff Support

- Assigned staff shall provide administrative support, including meeting coordination, preparation of agendas and materials, recording of minutes, and communication with members.

10. Annual Reporting

- Each board or committee should submit an annual report to the Board of Trustees summarizing its activities, accomplishments, and recommendations for the preceding year.