

**Business of the Village Board
Village of Saranac Lake**

BILL #19-2026

SUBJECT: Settlement Agreement

Date: 2/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 1/30/2026

SUMMARY STATEMENT

Authorize Village Manager to sign settlement agreement for 25 Franklin Ave Water/Sewer Account

RECOMMENDED ACTION

MOVED BY: Scotin SECONDED BY: White

VOTE ON ROLL CALL:

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE BRUNETTE	<u>yes</u>
TRUSTEE RYAN	<u>yes</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE WHITE	<u>yes</u>

SETTLEMENT AGREEMENT

This Agreement, made and entered into this 29th day of December, 2025, by and between VILLAGE OF SARANAC LAKE, with a mailing address of 39 Main Street, Suite 9, Saranac Lake, New York 12983 (“Village”); and JESSICA MULLEN, with a mailing address of 25 Franklin Avenue, Saranac Lake, New York 12983 (“Mullen”).

WHEREAS, Mullen owns the real property located at 25 Franklin Avenue in the Village of Saranac Lake, County of Franklin, State of New York (the “Property”); and

WHEREAS, Mullen had three (3) water and sewer invoices due and owing to the Village, one with due date of April 30, 2025, July 31, 2025, and October 31, 2025, copies of which are attached hereto as Exhibit A (the “Invoices”); and

WHEREAS, the Village, pursuant to its billing forgiveness policy (attached hereto as Exhibit B) has approved the forgiveness of sewer charges in the amount \$7,875.77 of the Invoices; and

WHEREAS, Mullen has already paid the invoice due on April 30, 2025, leaving only the invoices due on July 31, 2025 and October 31, 2025 open and unpaid; and

WHEREAS, the current amount due on the July 31, 2025 and October 31, 2025 invoices is \$4,902.55; and

WHEREAS, the parties desire to pay in full the aforesaid \$4,902.55 on the July 31, 2025 and October 31, 2025 invoices, and to issue a check directly to Mullen for the sum of \$2,973.22; and

WHEREAS, the said parties desire to reduce their agreement on this matter to writing by way of this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereto agree that Village hereby forgives the total sum of \$7,875.77 for sewer charges to Mullen, to be credited as follows: (1) payment of \$4,902.55 to pay in full the invoices due on July 31, 2025 and October 31, 2025, and (2) payment to Mullen of \$2,973.22.
2. Upon the execution of this Settlement Agreement, Mullen fully and forever releases and discharges and covenant not to sue the Village from and against any and all past, existing and future claims, liens, demands, sums of money, actions, rights, claims for

relief, causes of action, grievances, controversies, debts, costs, attorney's fees, monetary interest, fines, losses, obligations, errors and omissions and any and all other types of damages and liabilities of any kind, whether known or unknown, suspected or unsuspected, claimed or unclaimed, direct or indirect, asserted or unasserted, that she has had in the past, or now has, or may have in the future against the Village, in law or in equity arising from or in any way related to the subject matter of this Agreement, charges for water and/or sewer, and/or the Invoice at issue herein.

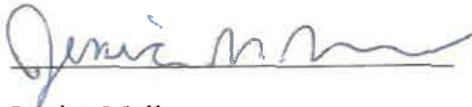
3. This Settlement Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding which may be instituted, prosecuted or attempted by and between any of the parties for the claims and obligations released in this Agreement.
 4. The parties acknowledge that they have read this Settlement Agreement, and, after consultation with their respective legal counsel, fully understand it and acknowledge that the terms hereof shall be binding upon and be enforceable against and shall inure to the benefit of the parties hereto.
 5. The parties represent and warrant to each other that the person executing this Settlement Agreement on each party's behalf has full authority to bind that Party as well as the respective related individuals and entities providing the Releases to the terms and conditions of this Settlement Agreement.
 6. No change or waiver of any provision of this Settlement Agreement shall be valid unless the same is in writing and signed by all parties. The invalidity, illegality or unenforceability of any provision or any part of any provision of this Settlement Agreement shall not affect or impair the validity, legality or enforceability of any other provisions or part of any other provision hereof.
 7. This Settlement Agreement may be executed in separate counterparts, which, taken together, shall comprise one agreement.
 8. It is agreed that this Settlement Agreement contains the entire understanding between the parties hereto, and supersedes all previous oral and/or written communications and agreements, expressed or implied, between the parties hereto.
 9. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York, and any action or proceeding arising out of or on the terms of this Agreement shall be venued in Supreme Court, Franklin County, New York. It may not be modified or amended, or any term or provision waived or discharged except in
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writing, signed by the party against whom such amendment, modification, waiver, or discharge is sought to be enforced.

10. All of the terms of this Agreement, whether expressed or not, shall be binding upon the respective heirs, successors, and assigns of the parties hereto, and shall insure to the benefit of and shall be enforceable by the parties hereto and their respective heirs, successors, and assigns.

[SIGNATURE PAGE TO FOLLOW]

Dated: 12/29/25



Jessica Mullen

Dated: _____

Village of Saranac Lake

By: Bachana Tsiklauri, Village Manager

VILLAGE OF SARANAC LAKE
 39 MAIN ST, SUITE 9
 SARANAC LAKE, NY 12983
 www.saranaclakeny.gov

518-891-4150
 7:30am - 4:00pm

JESSICA MULLEN
 25 Franklin Ave
 Saranac Lake, NY 12983

Account Statement

Reference No: 0100107201

ACCOUNT INFORMATION

ACCOUNT: 000869-000
SERVICE ADDRESS: 25 FRANKLIN AVENUE
SERVICE PERIOD: 12/1/2024 to 2/28/2025
BILLING DATE: 4/1/2025
PAST DUE DATE: 5/1/2025
DUE DATE: 4/30/2025

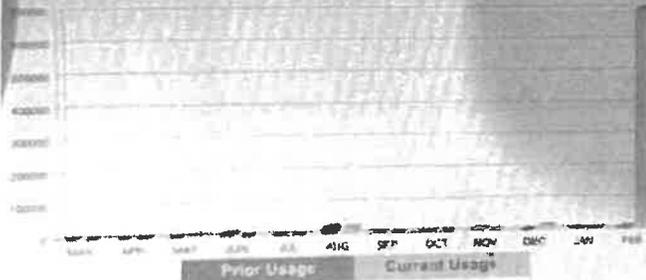
METER READING

Bill Type	Previous Reading		Current Reading		Cons
	Date	Reading	Date	Reading	
Water	12/2/2024	471186	2/28/2025	1167097	695909

SPECIAL MESSAGE

SIGN UP FOR NOTIFICATION ALERTS AT
 WWW.SARANACLAKENY.GOV
 VILLAGE PROPERTIES must pay by 04/30/25, or unpaid
 balances will be re-levied onto Village taxes*
 *Unpaid balances after due date are subject to 1.5% per
 month penalty*

WATER USAGE



CURRENT CHARGES

Water 7,482.83
 Sewer 5,997.41
TOTAL CURRENT CHARGES 13,480.24

BILL SUMMARY

Previous Balance 866.63
 Payments Received -866.63
 ADJUSTMENT -12.52
 PENALTY 12.92
 Additional Billing 0.00
 Current Charges 13,480.24
TOTAL AMOUNT DUE 13,480.24

Payment Coupon

Reference No: 0100107201

ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT
 PLEASE MAKE CHECK PAYABLE TO
VILLAGE OF SARANAC LAKE

ACCOUNT: 000869-000
SERVICE ADDRESS: 25 FRANKLIN AVENUE
SERVICE PERIOD: 12/1/2024 to 2/28/2025
BILLING DATE: 4/1/2025
PAST DUE DATE: 5/1/2025
DUE DATE: 4/30/2025

JESSICA MULLEN
 25 Franklin Ave
 Saranac Lake, NY 12983

AMOUNT DUE

TOTAL AMOUNT DUE BY 4/30/2025 13,480.24

AMOUNT ENCLOSED

REMIT PAYMENT TO



Village of Saranac Lake
 39 Main St, Suite 9
 Saranac Lake, NY 12983



VILLAGE OF SARANAC LAKE
 39 MAIN ST, SUITE 9
 SARANAC LAKE, NY 12983
 www.saranaclakeny.gov

518-891-4150
 7:30am - 4:00pm

JESSICA MULLEN
 25 Franklin Ave
 Saranac Lake, NY 12983

Account Statement

Reference No: 0100107201

ACCOUNT INFORMATION

ACCOUNT: 000869-000
SERVICE ADDRESS: 25 FRANKLIN AVENUE
SERVICE PERIOD: 3/1/2025 to 5/31/2025
BILLING DATE: 7/1/2025
PAST DUE DATE: 8/1/2025
DUE DATE: 7/31/2025

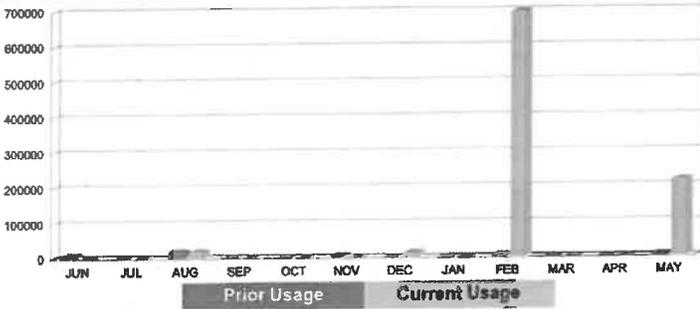
METER READING

Bill Type	Previous Reading		Current Reading		Cons
	Date	Reading	Date	Reading	
Water	2/28/2025	1167097	5/29/2025	1385053	217956

SPECIAL MESSAGE

*PLEASE KEEP BILLING ADDRESS AND CONTACT INFO CURRENT. ANY CHANGES NEED TO BE MADE WITH THE VILLAGE OFFICE.
 UNPAID BALANCES AFTER DUE DATE ARE SUBJECT TO 1.5% PER MONTH PENALTY

WATER USAGE



CURRENT CHARGES

Water 2,343.60
 Sewer 1,878.36
TOTAL CURRENT CHARGES 4,221.96

BILL SUMMARY

Previous Balance 13,480.24
 Payments Received 0.00
 COLLECTIONS -13,682.44
 PENALTY 202.20
 Additional Billing 0.00
 Current Charges 4,221.96
TOTAL AMOUNT DUE 4,221.96

CREDIT 3,653.81

Payment Coupon

Reference No: 0100107201

ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT
 PLEASE MAKE CHECK PAYABLE TO:
VILLAGE OF SARANAC LAKE

ACCOUNT: 000869-000
SERVICE ADDRESS: 25 FRANKLIN AVENUE
SERVICE PERIOD: 3/1/2025 to 5/31/2025
BILLING DATE: 7/1/2025
PAST DUE DATE: 8/1/2025
DUE DATE: 7/31/2025

JESSICA MULLEN
 25 Franklin Ave
 Saranac Lake, NY 12983

AMOUNT DUE

TOTAL AMOUNT DUE BY 7/31/2025 4,221.96

AMOUNT ENCLOSED

REMIT PAYMENT TO:



Village of Saranac Lake
 39 Main St, Suite 9
 Saranac Lake, NY 12983



VILLAGE OF SARANAC LAKE
 39 MAIN ST, SUITE 9
 SARANAC LAKE, NY 12983
 www.saranaclakeny.gov

518-891-4150
 7:30am - 4:00pm

JESSICA MULLEN
 25 Franklin Ave
 Saranac Lake, NY 12983

Account Statement

Reference No: 0100107201

ACCOUNT INFORMATION

ACCOUNT: 000869-000
SERVICE ADDRESS: 25 FRANKLIN AVENUE
SERVICE PERIOD: 6/1/2025 to 8/31/2025
BILLING DATE: 10/1/2025
PAST DUE DATE: 11/1/2025
DUE DATE: 10/31/2025

METER READING

Bill Type	Previous Reading		Current Reading		Cons
	Date	Reading	Date	Reading	
Water	5/29/2025	1385053	8/28/2025	1403294	18241

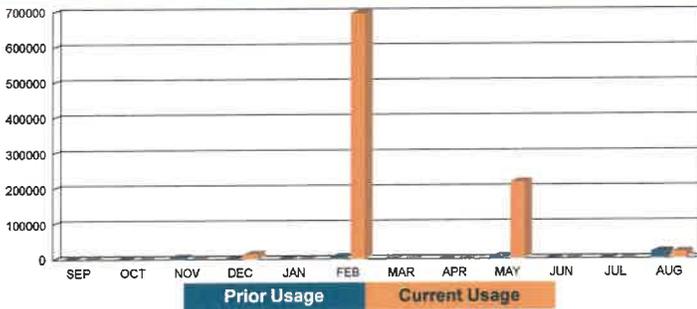
SPECIAL MESSAGE

Water/sewer District customer with any unpaid balance after the due date, will be relieved onto the Town Tax Bill in January
 Unpaid balances after the due date are subject to 1.5% per month penalty

CURRENT CHARGES

Water 196.14
 Sewer 157.20
TOTAL CURRENT CHARGES 353.34

WATER USAGE



BILL SUMMARY

Previous Balance 4,221.96
 Payments Received 0.00
 PENALTY 189.99
 Additional Billing 0.00
 Current Charges 353.34
TOTAL AMOUNT DUE 4,765.29

Payment Coupon

Reference No: 0100107201

AMOUNT DUE

TOTAL AMOUNT DUE BY 10/31/2025 4,765.29

AMOUNT ENCLOSED

REMIT PAYMENT TO:

Account Past Due



Village of Saranac Lake
 39 Main St, Suite 9
 Saranac Lake, NY 12983



ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT

PLEASE MAKE CHECK PAYABLE TO:

VILLAGE OF SARANAC LAKE

ACCOUNT: 000869-000
SERVICE ADDRESS: 25 FRANKLIN AVENUE
SERVICE PERIOD: 6/1/2025 to 8/31/2025
BILLING DATE: 10/1/2025
PAST DUE DATE: 11/1/2025
DUE DATE: 10/31/2025

JESSICA MULLEN
 25 Franklin Ave
 Saranac Lake, NY 12983

EXHIBIT B

Business of the Village Board
Village of Saranac Lake

SUBJECT: Adopt Water/Sewer Policy

DATE: 11-14-2022

DEPT OF ORIGIN: Mayor Williams

BILL # 165-2022

DATE SUBMITTED: 11-9-2022

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution to adopt a Water/Sewer Extenuating Circumstances Policy

MOVED BY: Catillaz SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

**RESOLUTION TO ADOPT FORGIVENESS POLICY FOR
WATER/SEWER OVERAGE**

WHEREAS, Chapter 22.9 of the New York Conference of Mayors Handbook states that “since water and sewer rents are contractual charges, not taxes, a discount or partial exemption is not constitutionally prohibited”, and,

WHEREAS, since a discount or partial exemption has the effect of granting preferential treatment to a particular class of persons, the classification must not be arbitrary and must have a rational basis, and,

WHEREAS, classification and rational basis for the good of critical infrastructure will be decided at the discretion of the Saranac Lake Village Board of Trustees, and,

WHEREAS, the classification must have substantial and reasonable relation to the accomplishment of a legitimate public objective or purpose, in this case the public purpose would be for critical infrastructure benefits, and,

WHEREAS, in cases where a water/sewer overage is in direct relation to failure of infrastructure, but no clear negligence is found, the Village Board reserves the right to consider all facts and determine if any portion of the charges shall be forgiven or forgiven if agreed upon infrastructure repairs/upgrades are completed by property owner. Forgiveness will be granted a critical infrastructure benefit once per property.

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees adopts a policy for to forgive particular cases of water/sewer overages directly related to infrastructure failure.