VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
REGULAR MEETING AGENDA 5:30PM
MONDAY February 24, 2020
Roberts Rules of Order will be in Effect for this Meeting

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL:

C. AUDITING:
a. Pay Vouchers
b. Approve Minutes 2-10-2020

D. PUBLIC HEARING
North Elba Annexation

E. PUBLIC COMMENT PERIOD:

F. CORRESPONDENCE: Police Report for January 2020, Public Notice from the Town of North Elba, Letter from North Woods Engineering

G. ITEMS F0R BOARD ACTION

BILL	**21**	**2020**	**Promote James Joyce to Police Chief**
BILL	**22**	**2020**	**Authorize Contract with ETS. Inc. for Temporary Account Clerk**
BILL	**23**	**2020**	**Approve Nomination of Candidates for Election on March 18, 2020**
BILL	**24**	**2020**	**Adopt Annexation Law**
BILL	**25**	**2020**	**Arts & Culture Advisory Board Streetlight Project**
BILL	**26**	**2020**	**Appoint Downtown Advisory Board Members**

H. OLD BUSINESS:

I. NEW BUSINESS:

J. ITEMS FOR DISCUSSION:

K. EXECUTIVE SESSION: Matters which imperil safety if disclosed

L. MOTION TO ADJOURN:

RULES FOR PUBLIC HEARING COMMENTS AND PUBLIC COMMENT PERIOD OF MEETINGS

1. **Anyone may speak to the Village Board of Trustees during the public comment period of a public hearing or the public comment period of the meeting.**
2. **As a courtesy we ask each speaker to give their name and address.**
3. **Each speaker must be recognized by the chairperson before speaking.**
4. **Individual public comment is limited to 5 minutes and may be shortened by the meeting chairperson.**
5. **When a meeting is attended by a group of people who share the same or opposing views on a public comment topic, the chair may require that the group(s) designate not more than two spokespersons and limit the total time public comment to 5 minutes for each point of view or side of an issue.**
6. **Individual time may not be assigned/given to another.**
7. **A public hearing is meant to encourage resident comment and the expression of opinion, not a direct debate, nor should a commenter be intimidated by a village board rebuttal, therefore public hearings are limited to public comment and should a village response be asked by individuals the response shall be generally given after the public hearing during the village board regular meeting, or subsequently, by telephone or letter, unless factual in nature where the facts are fully known by staff, in which case a village official may respond.**
8. **All remarks shall be addressed to the board as a body and not to any individual member thereof.**
9. **Interested parties or their representatives may address the board at any time by written or electronic communications.**
10. **Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.**

Please note- During the course of regular business, discussion and commentary is limited to board members and village staff only. We ask for this courtesy, for the board and staff to conduct their business and discussion without interruption. All village board members and staff are available after the conclusion of a meeting for one on one discussion.

Public Hearing

Annexation of Uninhabited parcel in the Town of North Elba

Village of Saranac Lake

Annexing Land into the Village of Saranac Lake, New York

1. Both the Board of Trustees of the Village of Saranac Lake ("Village") and the Town of North Elba have approved the annexation of uninhabited parcels of land from the Town of North Elba to the Village of Saranac Lake.
2. The Village of Saranac Lake ("Village") hereby annexes the approximate 18.9 acres of land owned by the Village situated in the Town of North Elba, Essex County, New York located on McKenzie Pond Road and 29 Willow Way and identified by tax map numbers 32.3-4-17.000 and 32.3-4-19.000
3. The local law shall be filed with the New York Secretary of State and shall take effect on that on which it is accepted and filed by the Secretary of State.

REGULAR MEETING OF THE BOARD OF TRUSTEES
February 10, 2020

Everyone stood for the pledge of allegiance.

Roll Call: Mayor Clyde Rabideau
Trustees: Richard Shapiro, Patrick Murphy, Thomas Catillaz and Melinda Little.
Also present: Village Manager, John Sweeney, Treasurer Elizabeth Benson, and Village Clerk, Kareen Tyler.

AUDITING:
Chair Rabideau called for a motion to approve payment for the 2020 Budget $118,739.17 voucher number 11043280 to 11043381 complete detail of these vouchers is attached and made part of these minutes.
Motion:Catillaz Second:Little
Roll Call: Little yes Murphy yes Shapiro yes Catillaz yes

APPROVAL OF MINUTES:
Chair Mayor Rabideau called for a motion to approve minute of February 27, 2020
Motion:Shapiro Second:Catillaz
Roll Call: Little yes Murphy yes Shapiro yes Catillaz yes

CORRESPONDENCE: Letter NYS Department of transportation- Traffic Light River Street & Church Street
Chair Rabideau called for motion to accept and place on file the above referenced correspondence.
Motion:Little Second:Cataillaz
Roll Call: Little yes Murphy yes Shapiro yes Catillaz yes

PUBLIC COMMENT PERIOD: Climate Change Committee Erin Griffin update the board on committee's progress, the handout is attached and made part of these minutes.

Ry, Rivard, Adirondack Explorer Magazine came before the Board to appeal a denial of a FOIL request for the source water assessment document.

ITEMS FOR BOARD ACTION:

Bill 16-2020 Call for a Public Hearing Annexation of Two Parcels in the Town of North Elba bill sheet said February 25, 2020
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Motion:Shapiro Second:Catillaz
Roll Call: Little yes Murphy yes Shapiro yes Catillaz yes

Bill 19-2020 Set Aside Rules to Allow a Bill to Be place on the Table
Chair Mayor Rabideau called for a motion.
Motion: Little Second: Murphy
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Bill 20-2020 Call for a Public Hearing Annexation of Two Parcels in the Town of North Elba Bill sheet said February 24, 2020
Motion: Little Second: Murphy
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Bill 17-2020 Support Senate Bill Senate 1942 and Assembly 1602 Allowing employment of retired State Police Officers as part time police officers, in Villages in Franklin County
A copy of the bill is attached and made part of these minutes
Motion: Unanimous
All in Favor

Bill 18-2020 Promote Jacob O'Brien to Motor Equipment Operator
A copy of the bill is attached and made part of these minutes
Motion:Catillaz Second:Little
Roll Call: Little yes Murphy yes Shapiro yes Catillaz yes

OLD BUSINESS
Trustee Shapiro – Questioned Complete Street
Trustee Catillaz- Questioned Remote Net Metering

NEW BUSINESS
None

MOTION TO ADJOURN
Chair Mayor Rabideau called for a motion to adjourn.
Motion:Little Second:Catillaz
Roll Call: Little yes Murphy yes Shapiro yes Catillaz yes

Respectfully submitted,
Kareen Tyler, Village Clerk

Saranac Lake Police Department

1 Main Street
Saranac Lake, NY 12983-1795

Telephone: (518) 891-4428
Fax: (518) 891-6321

SARANAC LAKE POLICE DEPARTMENT – ACTIVITY REPORT

02/12/20

January 2020

Total Calls for service:	*200
Total Arrests:	15
Mental Hygiene Law Arrests: (Included in total)	1
Accident Investigations:	9

Administrative:

Patrolman Sharlow in last phase of FTO training
Planning and organizing detail for Winter Carnival 2020

Special Events:

2019 First Night – Policed Events and Fireworks

*Calls for service do not include walk-ins at the station, traffic stops, parking tickets, other interaction with the public which does not necessitate documentation.

Ladies and Gentlemen:

You are hereby receiving notice of the public hearing pertaining to the above-captioned local law in accordance with New York Town Law §264, New York General Municipal Law 239-l, and New York General Municipal Law 239-m. Said hearing will occur on Tuesday, February 25, 2020 at 6:00 p.m. at the Conference Center in Lake Placid. Additional details of this hearing are contained in the enclosed notice.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Ronald J. Briggs AC

Ronald J. Briggs
Attorney for the Town of North Elba

RJB:aec

enc.

TOWN OF NORTH ELBA

LAKE PLACID VILLAGE, INC.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Village Board of the Village of Lake Placid and Town Board of the Town of North Elba will hold a public hearing on Tuesday, February 25, 2020 at 6:00 p.m. at the Conference Center, 2608 Main Street, 2nd Floor, Lake Placid, New York, to consider a local law regarding vacation rentals in the Village of Lake Placid/Town of North Elba.

The text of the proposed local law is available for inspection by any interested person at the Offices of the Village Clerk or Town Clerk, 2693 Main Street, Lake Placid, New York as well www.northelba.org and www.villageoflakeplacid.ny.gov.

All interested persons are invited to attend the public hearing, and will be given an opportunity to be heard. If you plan read a prepared statement please bring a copy to provide to the Clerk for the accuracy of the minutes.

Laurie Curtis Dudley, Town Clerk

Anita Anthony Estling, Village Clerk

Dated: February 12, 2020

JAY RAND
SUPERVISOR
LAURIE C. DUDLEY
TOWN CLERK/ TAX COLLECTOR
523-2162
JACK FAVRO
DEREK DOTY
RICHARD CUMMINGS
EMILY KILBURN POLITI
TOWN COUNCIL
KENNETH PORTER
SUPT. OF HIGHWAYS
523-9081
CATHERINE EDMAN
BUDGET OFFICER
523-9517

TOWN OF NORTH ELBA

2693 MAIN STREET
LAKE PLACID, NEW YORK 12946
phone: (518) 523-9516 fax: (518) 523-9569
web: www.northelba.org

EUGENE MARTIN
PARK DIST. MGR.
523-2591
MIKE ORTICELLE
DARCI LAFAVE
CODE ENFORCEMENT OFFICIALS
523-9518
TODD ANTHONY
ASSESSOR
TEL: 523-1975
FAX: 523-9821
TOWN COURT OFFICE
523-2141
RONALD J. BRIGGS
ATTORNEY FOR THE TOWN

February 14, 2020

Ms. Anita Estling
Village of Lake Placid Clerk
2693 Main Street
Lake Placid, New York 12946

Ms. Kareen Tyler
Village of Saranac Lake Clerk
39 Main Street, Suite 9
Saranac Lake, New York 12983

Ms. Patricia Gillmett
Harrietstown Town Clerk
39 Main Street
Saranac Lake, New York 12983

Ms. Barbara Darrah
St. Armand Town Clerk
P.O. Box 338
Bloomingdale, New York 12913

Mr. Gerald Bruce
Wilmington Town Clerk
P.O. Box 180
Wilmington, New York 12997

Ms. Ellen Estes
Keene Town Clerk
10892 NYS Route 9N
Keene, New York 12942

Ms. Mary Pound
Newcomb Town Clerk
5639 NY-28N
Newcomb, New York 12852

Ms. Judith A. Garrison, Clerk
Essex County Board of Supervisors
P.O. Box 217
Elizabethtown, New York 12932

Ms. Penny Premo, Clerk
Franklin County Board of Legislators
355 West Main Street, Suite 409
Malone, New York 12953

Terry Martino, Executive Director
Adirondack Park Agency
P.O. Box 99
Ray Brook, NY 12977

Ms. Anna Reynolds
Essex County Planning
P.O. Box 217
Elizabethtown, NY 12932

Re: Town of North Elba Local Law
Amending the Village of Lake Placid/Town of North Elba Land Use Code
To Add Regulations Pertaining to Short-Term Rentals

North Woods Engineering PLLC

Joseph A. Garso, P.E.
Timothy J. Northrup, P.E.

31 January 2020

Mr. John Sweeney, Village Manager
Village of Saranac Lake
39 Main Street
Saranac Lake, NY 12983

Subject: Village Police Department Renovation and Addition

Dear Mr. Sweeney,

Our office has completed schematic design on the proposed renovation and addition to the Police Department building. Our development of the addition was based on the outline provided in our original proposal. The base design scheme was to provide an addition to the west side of the building that included an accessible public toilet room, administration office, and a breakout space that can be separated by an operable partition. Based on these parameters, we have found a number of issues that makes the location and size of the proposed addition problematic.

Shoreline Setback
1-3 Main Street is located directly adjacent to the Saranac River shoreline. Any addition of the western end of the building will be within the 50-foot Hamlet shoreline setback. This will require a variance from the Adirondack Park Agency. Variance approval with the APA may be achievable, but additional planning and permitting effort will be required.

Addition Size and Existing Site Feature Interference
The physical room for the addition is limited on the west side of the building by multiple factors. Access must be maintained to the hydro plant doors for future turbine removal. A minimum 10-foot access aisle was used for vehicle access and removal. This width is not ideal, but was used as an absolute minimum to site obstructions. The site obstructions include a shed, NG utility pole, generator, and potentially the 2000-gallon under-ground fuel tank.

The generator requires relocation. The clearance to the National Grid power pole is at 10 feet. Acceptable clearance and/or easement to this pole will require verification with National Grid.

Summary
With the presented design we have tried to balance these limitations, but given the site obstructions, it is our opinion the size of addition would not meet the needs of the Police

348 Lake Street • Saranac Lake, NY 12983
Phone: 518-891-4975 • Facsimile: 518-891-4978 • www.north-woods-engineering.com
NYS Certified Service-Disabled Veteran-Owned Business

Department. To provide office and break-out spaces with sufficient square footage, requires removal of the shed and relocation of the NG pole.

Alternatively, a portion of he 1st floor of 3 Main could be used to provide the required space.

Please let us know if you have any questions, or wish us to discuss this matter further.

Best Regards,

Timothy J. Northrup, PE

Business of the Village Board
Village of Saranac Lake

SUBJECT: Police Chief Promotion
FOR AGENDA OF

DEPT OF ORIGIN: Manager BILL # 21-2020

DATE SUBMITTED: _____ EXHIBITS: ___

APPROVED AS TO FORM:

_____ _____
Village Attorney Village Administration

EXPENDITURE REQUIRED: $74,000.00 | AMOUNT BUDGETED: $ | APPROPRIATION REQUIRED:

SUMMARY STATEMENT

Authorize Village of Saranac Lake promotion of Sgt. James Joyce to Police Chief, to begin officially March 4, 2020 as per attached contract.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE CATILLAZ _____

Village of Saranac Lake 39 Main Street, 2nd Floor Suite 9 • Saranac Lake, NY 12983-2294 • Phone: (518) 891-4150 • www.saranaclakeny.gov

February 24, 2020

Mr. James M. Joyce

[redacted]

Dear Mr. Joyce,

I am pleased to offer you the position of Police Chief with the Village of Saranac Lake at an annual salary of $74,000.00 pending a determination from the New York State Attorney General regarding the interpretation of General Municipal Law 207-m and starting salaries for incoming Police Chiefs in particular as well as the following terms:

Leave Accruals:
You will be allowed to carry your current leave accruals in your position as Police Sergeant to the position of Police Chief.

Vacation Leave:
You will continue to accrue twenty (20) vacation leave days per year and may accumulate vacation leave credits to a maximum of eight (8) weeks.

Sick Leave:
You will be credited with one day of paid sick leave each month and may accumulate sick leave credits to a maximum of 165 (one-hundred sixty –five) days.

Personal Leave:
You will be credited with the equivalent of three days paid personal leave per year and may accumulate a maximum of six (6) days.

Medical Insurance:
Effective January 1, 2020 Police will pay 12.5% of the premium for the selected plan (individual/dependent coverage), with the village paying the remaining premium cost. Effective January 1, 2021 and thereafter police will pay 15% of the premium for the selected plan (individual/dependent coverage), with the village paying the remaining premium cost. Upon retirement, the Village shall provide fully paid individual health insurance for the employee only.

Fringe Benefits:
You are also entitled to all other benefits provided in the Village of Saranac Lake Employee Handbook.

Uniform Allowance:
You will be offered a uniform allowance each fiscal year of $600.00. The uniform allowance checks will be issued following the audit of the regular June meeting of the Village Board of Trustees.

Probationary Period:
Your probationary period begins on your official start date of March 4th, 2020 continues for a period of twenty-six (26) weeks.

If you are in agreement and accept to the above terms of employment please sign below and return.

Congratulations and good luck in your new position.

Sincerely,

John M. Sweeney,
Village Manager

I_____, hereby accept the above terms of employment with all conditions.

_____ _____
James M. Joyce Date

cc: Kareen Tyler, Village Clerk
Elizabeth Benson, Village Treasurer
Personnel File

VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
AUTHORIZING VILLAGE MANAGER TO EXECUTE CONTRACT WITH ETS FOR TEMPORARY ACCOUNT CLERK POSITION

SUBJECT: TEMP ACCOUNT CLERK FOR AGENDA OF 2/24/2020

DEPT OF ORIGIN: VILLAGE MANAGER BILL # 22-2020

DATE SUBMITTED: 2/18/2020 EXHIBITS: ETS Staffing Agreement

APPROVED AS TO FORM:

Village Attorney Village Administration

EXPENDITURE REQUIRED: $13,000	AMOUNT BUDGETED: $13,000	APPROPRIATION REQUIRED: $0

SUMMARY STATEMENT

Authorization of Village Manager to execute contract with ETS, Inc. who will provide a Temporary Account Clerk to cover permanent employee extended leave of estimated three months.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY:_____ SECONDED BY:_____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE CATILLAZ _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
RESOLUTION AUTHORIZING VILLAGE MANAGER TO EXECUTE CONTRACT WITH ETS FOR TEMPORARY ACCOUNT CLERK POSITION

WHEREAS, the Village of Saranac Lake employs a full time Account Clerk who will be on extended leave from approximately April 19 through July 10, and

WHEREAS, the Village of Saranac Lake seeks to cover the Account Clerk position with a temporary arrangement, and

WHEREAS, ETS, Inc., a staffing firm in Plattsburgh, can recruit, screen, interview, hire, and assign an employee in a Temporary Account Clerk position, and

WHEREAS, the Village Attorney has reviewed the attached contract agreement,

NOW, THEREFORE IT BE RESOLVED, the Saranac Lake Village Board of Trustees authorizes the Village Manager to execute a contract with ETS, Inc. to hire a Temporary Account Clerk for an estimated three month period.

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General Staffing Agreement

ETS, Inc., with its principal office located at **186 US Oval, Plattsburgh, NY 12903** ("STAFFING FIRM"), and **The Village of Saranac Lake** with its principal office located at **39 Main Street, Suite 9, Saranac Lake, NY 12983** (CLIENT) agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

STAFFING FIRM

1. Duties and Responsibilities

STAFFING FIRM will

a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A and will, as the common law employer of Assigned Employees, be responsible for the following;

b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;

c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

d. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994;and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).

e. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

f. HOLIDAYS, VACATIONS, AND PLANT CLOSINGS: ETS will not bill the CLIENT for holidays, vacations or for any plant closings, unless otherwise specifically agreed upon.

g. CLIENT Executive: ETS shall designate and provide at no charge to CLIENT an ETS official to serve as liaison with CLIENT in overseeing the implementation of this agreement.

h. Selection and Background Checks: ETS shall recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all Assigned Employees to be assigned to CLIENT's facilities prior to their assignment at CLIENT.

Proprietary Data, not for distribution outside of your organization. Your company's use of this report precludes distribution of its contents, in whole or in part, to other companies or individuals outside your organization in any form – electronic, written or verbal – without the express written permission of ETS, Inc.

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i. Reports: ETS shall produce such reports as CLIENT may reasonable request pertaining to Assigned Employees. ETS shall furnish to CLIENT any other reports in such formats and at such intervals as CLIENT may reasonably request.

1.2 Right to Control

In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.

CLIENT

2. Duties and Responsibilities

CLIENT will

a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;

b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM. If driving approval is granted in writing, CLIENT will not permit assigned employees to operate a vehicle outside of the state of New York and Vermont unless provided written permission in advance;

c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site; Because CLIENT controls the facilities in which Assigned Employees work, it is agreed that CLIENT is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to CLIENT's facility, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this agreement.

d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and

e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

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Joint Responsibilities

3. CLIENT and ETS affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CLIENT and ETS agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, CLIENT and ETS agree to cooperate I the prompt investigation and resolution of such complaint.

   CLIENT and ETS agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CLIENT and ETS shall cooperate in compliance with any such requirements.

Payment Terms, Bill Rates, and Fees

4. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

   Unpaid invoices accrue late charges after 30 days from the date of receipt at the rate of 1.5% per month (Annual Percentage rate of 18%) or the maximum legal rate, whichever is higher.

   Overtime will be billed at Time and a Half.

   ETS guarantees the quality and ability of the Assigned Employee requested by CLIENT. If CLIENT is unsatisfied with said employee, CLIENT must report said dissatisfaction to ETS within the first four hours of employment. Employee will be replaced by ETS and CLIENT will not be billed for the first four hours of employment.

   ETS Call-in Pay. An assigned employee who by request or permission of the CLIENT reports for work on any day shall be paid for at least four hours, or the number of hours in the regularly scheduled shift, whichever is less, at their current pay rate.

5. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

Proprietary Data, not for distribution outside of your organization. Your company's use of this report precludes distribution of its contents, in whole or in part, to other companies or individuals outside your organization in any form – electronic, written or verbal – without the express written permission of ETS, Inc.

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6. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within **680 hours** after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her remaining hours such that **680** total work hours will be billed to CLIENT; or (b) pay STAFFING FIRM a fee in the amount of the bill rate minus the pay rate times the remaining hours for that Assigned Employee.

   Any and all candidates introduced through STAFFING FIRM and hired within one year from date of introduction are subject to the fees stated above. "Introduced" includes names forwarded or discussed, resumes submitted, and candidates interviewed with the CLIENT.

7. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

Confidential Information

8. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

9. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

10. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

11. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence,

Proprietary Data, not for distribution outside of your organization. Your company's use of this report precludes distribution of its contents, in whole or in part, to other companies or individuals outside your organization in any form – electronic, written or verbal – without the express written permission of ETS, Inc.

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gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

12. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

13. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within thirty business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

14. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

15. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

16. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

17. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

18. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

19. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

20. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

21. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.

22. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.

Proprietary Data, not for distribution outside of your organization. Your company's use of this report precludes distribution of its contents, in whole or in part, to other companies or individuals outside your organization in any form – electronic, written or verbal – without the express written permission of ETS, Inc.

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23. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Terms of Agreement

24. This Agreement will be for a term of one year from the first date on which both parties have executed it and will renew automatically for successive of one-year terms unless either party serves notice to terminate the agreement. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 7 days written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Proprietary Data, not for distribution outside of your organization. Your company's use of this report precludes distribution of its contents, in whole or in part, to other companies or individuals outside your organization in any form – electronic, written or verbal – without the express written permission of ETS, Inc.

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Exhibit A
Rate

Position Title	Estimated Hourly Rate	ETS Estimated Bill Rate	ETS Bill Rate Percentage	Contract Duration (Hours)
Account Clerk	$18.31/hr	$27.06/hr	47.8%	680

	ETS, Inc.
CLIENT	STAFFING FIRM
Signature	Signature
Beth Benson	
Printed Name	Printed Name
Title	Title
Date	Date

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Business of the Village Board
Village of Saranac Lake

SUBJECT: Nomination of Candidates Date: 2-24-2020

DEPT OF ORIGIN: Village Manager Bill # 23-2020

DATE SUBMITTED: _____ EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____
Village Attorney Village Administration

EXPENDITURE REQUIRED $ | AMOUNT BUDGETED: $ | APPROPRIATION REQUIRED

Approve nomination of candidates for Village Election March 18, 2020.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE CATILLAZ _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

GENERAL VILLAGE ELECTION
THE VILLAGE OF SARANAC LAKE, NEW YORK

WHEREAS, The General Election for the Village of Saranac Lake will be held on the 18th day of March in the year of 2020.

WHEREAS, The Polling Place for the General Election for The Village of Saranac Lake will be The Harrietstown Town Hall located at 39 Main Street in the said Village

WHEREAS, The Polls will be open from 12:00 noon until 9:00pm on said day

WHEREAS, The Terms of Office for Two Trustee Positions will be 4 Years

WHEREAS, Nominations have been made for the Two Trustee Offices

Thomas P. Catillaz	257 Ampersand Avenue
Richard Shapiro	1 Dahinda Road
Fred Balzac	128 Shepard Avenue

NOW THEREFORE BE IT RESOLVED, that the Saranac Lake Board of Trustees duly adopts this resolution for Nomination of Candidates for the Village General Election.

BE IT FURTHER RESOLVED, that this resolution shall be effective immediately.

Business of the Village Board
Village of Saranac Lake

SUBJECT: Adopt Annexation Law Date: 2-24-2020

DEPT OF ORIGIN: Village Manager Bill #24-2020

DATE SUBMITTED: _____ EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____
Village Attorney Village Administration

EXPENDITURE REQUIRED $ | AMOUNT BUDGETED: $ | APPROPRIATION REQUIRED

Adopt annexation law.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE CATILLAZ _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

Village of Saranac Lake

Annexing Land into the Village of Saranac Lake, New York

1. Both the Board of Trustees of the Village of Saranac Lake ("Village") and the Town of North Elba have approved the annexation of uninhabited parcels of land from the Town of North Elba to the Village of Saranac Lake.
2. The Village of Saranac Lake ("Village") hereby annexes the approximate 18.9 acres of land owned by the Village situated in the Town of North Elba, Essex County, New York located on McKenzie Pond Road and 29 Willow Way and identified by tax map numbers 32.3-4-17.000 and 32.3-4-19.000
3. The local law shall be filed with the New York Secretary of State and shall take effect on that on which it is accepted and filed by the Secretary of State.

Business of the Village Board
Village of Saranac Lake

SUBJECT: ACAB Streetlight Project

Date: 02/24/20

DEPT OF ORIGIN: Trustee Little

Bill # 25-2020

DATE SUBMITTED: 02/20/20

EXHIBITS: Memo

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED: $

AMOUNT BUDGETED: $

APPROPRIATION REQUIRED: $

SUMMARY STATEMENT:

A resolution in support of the Arts & Culture Advisory Board's proposed project to paint a mosaic design on the base of 9 downtown streetlights and authorizing the Arts and Culture Advisory Board to request permission from National Grid to implement the project.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE CATILLAZ _____

TRUSTEE LITTLE _____

RESOLUTION IN SUPPORT BRANDING DOWNTOWN STREETLIGHTS AND AUTHORIZING ACAB TO REQUEST PERMISSION FROM NATIONAL GRID TO IMPLEMENT THE PROJECT

WHEREAS, the Village of Saranac Lake Arts and Culture Master Plan includes a recommendation to visually brand the Village as an arts and cultural destination through public art; and

WHEREAS, the Village of Saranac Lake Arts and Culture Advisory Board (ACAB) seeks to implement this recommendation by customizing public amenities with locally designed art as suggested in the Arts and Culture Master Plan; and

WHEREAS, ACAB proposes to paint a mosaic design consistent with the *Decidedly Different* brand on the lower sections of nine (9) streetlights on Main Street and Broadway; and

WHEREAS, permission to implement the project is required from National Grid; and

WHEREAS, ACAB has drafted a Memo describing the proposed project and providing answers to the initial questions posed by National Grid;

NOW, THEREFORE BE IT RESOLVED, the Village of Saranac Lake Board of Trustees does hereby support ACAB's proposed project to paint a mosaic design on downtown street lights.

BE IT FURTHER RESOLVED, that the Board of Trustees authorizes ACAB to request permission from National Grid to implement the street light painting project.

VILLAGE OF
SARANAC LAKE
— INC. 1892 —
ARTS AND CULTURE ADVISORY BOARD

MEMO

TO: Village of Saranac Lake Board of Trustees

FROM: Arts & Culture Advisory Board

DATE: February 20, 2020

RE: Proposed Public Art Project on Streetlights

The Arts & Culture Advisory Board (ACAB) would like to request permission from National Grid to paint the lower portion of 9 streetlights with a mosaic design as depicted in the images below. The target streetlights are identified in the attached map. ACAB members have reached out to National Grid to determine if this project may be feasible. National Grid is willing to consider the request once we supply some additional information and have approval from the Village Board. This memo provides a summary of the information requested from National Grid.

1. Do you have a formal description of the project?
Saranac Lake Village's Arts & Culture Advisory Board has a goal to visually brand the Village as an arts and cultural destination through public art. The proposed project is to paint the lower sections or approximately one third of 9 decorative street lights on Main Street and Broadway (see map of proposed locations). The design would be a mosaic that is consistent with the Saranac Lake *"Decidedly Different"* brand (see proposed design)

2. Have you discussed with Village & received their approval?
Pending.

3. What is the size of project? How many poles & where?
Proposed streetlights are located within downtown on Main Street and Broadway: #58 & #59 by Town Hall, #22 at Berkeley Green, #7 by the Municipal Parking lot, #17 by Hotel Saranac, #24 by Woodruff St, #9 by Downhill Grill, #27 by Left Bank Cafe, and #29 1/2 by the post office. See map.

4. Who would paint the poles?
Members of the Arts & Culture Advisory Board would clean, prepare, and paint the lower section of these posts with the new branded colors of the Saranac Lake *Decidedly Different* logo. ACAB will seek input from National Grid regarding what type or brand of paint to use e.g. Rustoleum or similar.

5. How much of the pole would be painted?
The base & bottom 1/3 (see images).

6. Would painting require anyone to temporarily close a traffic lane or street parking space?
No.

7. What safety measures would be undertaken to ensure safety of the painters, pedestrians, and passing vehicles?

Painters will wear bright orange vests, drop cloths will be used and signs can be placed nearby. The project will have no impact on traffic. The streetlights are all located in areas where the sidewalk is extra wide so pedestrians will not be impacted.

8. Is this project expected to be temporary (one time) or permanent?

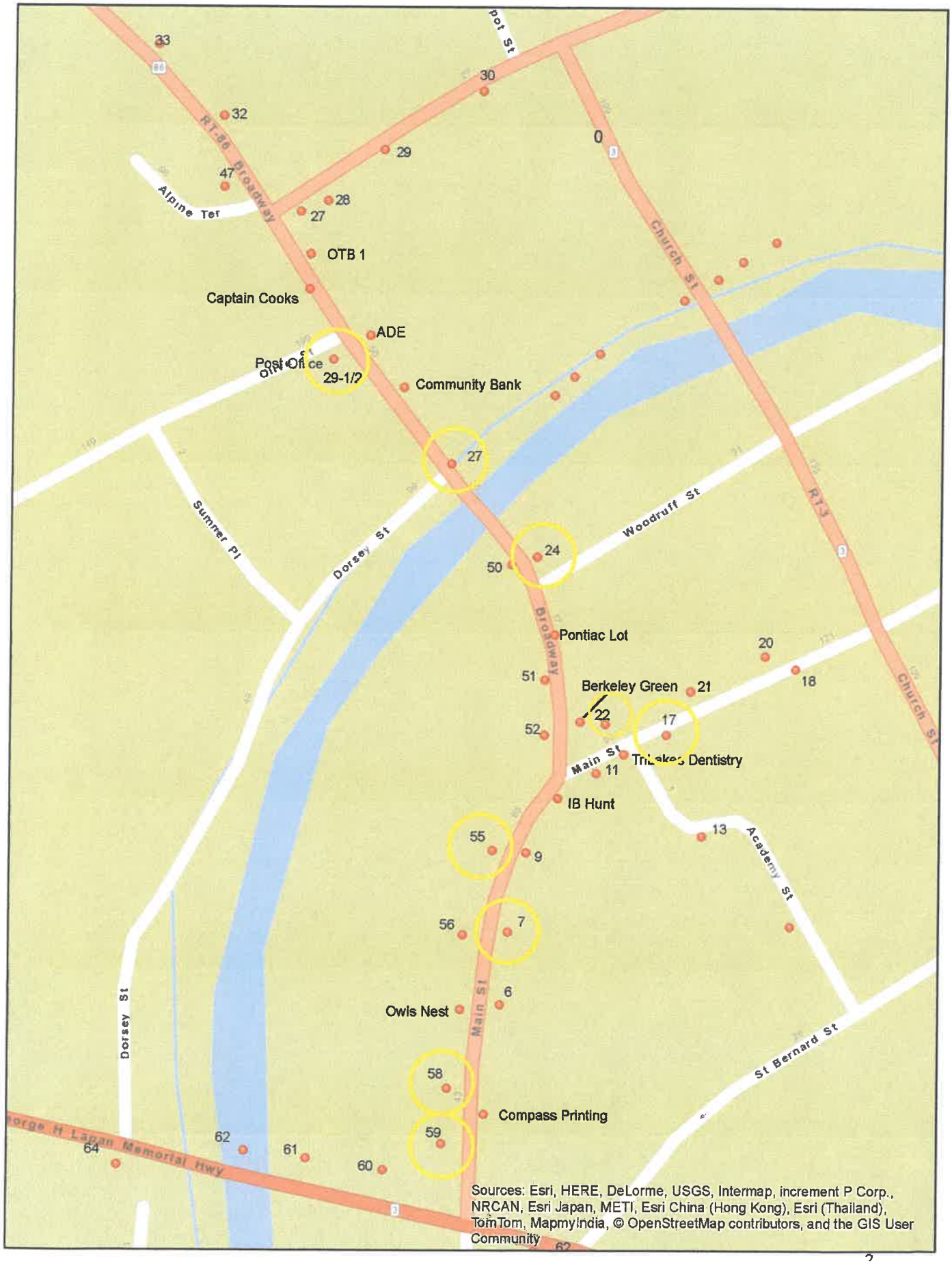
The intent of the Arts & Culture Advisory Board is to refresh the paint annually or as needed.

Proposed Designs

Carnival Colors

Carnival Swoosh (may include other branded colors)

Map of Proposed Locations for Branded Streetlights



Business of the Village Board
Village of Saranac Lake

SUBJECT: DAB Members

Date: 02/24/20

DEPT OF ORIGIN: Trustee Little.

Bill # 26-2020

DATE SUBMITTED: 02/20/20

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED: $

AMOUNT BUDGETED: $

APPROPRIATION REQUIRED: $

SUMMARY STATEMENT:

A resolution to appoint Jerry Michael and Laura Cunningham to the Downtown Advisory Board.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE CATILLAZ _____

TRUSTEE LITTLE _____

RESOLUTION TO APPOINT MEMBERS TO THE DOWNTOWN ADVISORY BOARD

WHEREAS, the Village of Saranac Lake Downtown Advisory Board has two vacancies; and

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees hereby appoints Jerry Michael and Laura Cunningham to the Downtown Advisory Board for a term that is in accordance with the Bylaws.

Laura Cunningham
[redacted]

January 15, 2020

To the Members of the Downtown Advisory Board

I am writing in regard to my interest in becoming a member of the Downtown Advisory Board. I have lived in Saranac Lake for 15 years and have been a homeowner in the Village for 5 years. I am proud to call Saranac Lake my home and feel fortunate that I have been able to raise my son here. My career puts me in a unique position of service to our community through taking care of patients and their families at Adirondack Health (Saranac Lake location) as a Registered Nurse and also working with North Country Community College students (Saranac Lake Campus) as a Clinical Nursing Instructor.

Working with the public has afforded me the opportunity to hear many different points of view on what it is like to live here. I have worked with people from a variety of socio-economic backgrounds and have helped them research resources available to assist them with living their best life in Saranac Lake. If I am chosen to serve on the Downtown Advisory Board, one of my goals would be to give input on how to create community events and opportunities that attract a diverse population of Saranac Lake residents to get involved.

I have been participating in Shared Governance at Adirondack Health as the secretary of The Innovation and Technology Council for a year and I am a member of the hospital Workforce Planning Committee. While serving on these committees, I have really enjoyed brainstorming ideas and creating projects. I am familiar with the process of getting outside entities' approval for projects. My strengths in organization and communication have been put to use in these processes. I would apply the same skills that I currently use on these committees to the Downtown Advisory Board as well.

Living in this community has given me a sense of place. I have lived in different cities and states and nothing has come close to my heart like Saranac Lake has. This town carried my son and I during his early years when I was a single parent. I earned my nursing degree through scholarships at NCCC and now have the amazing opportunity to teach other aspiring nurses. Getting to know our community members when they are in a venerable state in the hospital has tuned me in to a particular set of community needs. I am excited for the opportunity to give back to Saranac Lake because I truly love and appreciate living here. One of the best parts of living here are the community events that my family and I have attended over the years. We have had great fun at Winter Carnival, First Night, Thursday Art Walks, the Farmer's Market and many other events. Thank you for this opportunity to serve. I am looking forward to your response.

Respectfully,
Laura Cunningham

* Laura recently joined the Music on the Green Committee

Dear Jamie

I'm submitting my letter of interest in one of the positions on the Downtown Advisory Board. I have outlined my experience and qualifications below.

I was raised in Saranac Lake, graduated from Saranac Lake HS and went to collage at Clarkson University. My career took me away from Saranac Lake and upon retiring I have moved back to the town I love.

In my professional career I was a partner in a design firm (www.rrmdesign.com) with over 140 professionals that offered architecture, engineering, landscape architecture, land planning and surveying. Beside managing the engineering and survey group I was a member of the Urban market sector. That market sector worked with many cities, counties and the State to design downtown streetscapes and storefront facades. I also worked with our parks and bike way market sector. I know first hand the difference a great plan for our downtown's can make in it's vitality.

I am a partner in HES Ventures which owns the property at 33 Depot Street which the VA medical clinic and Homenergy is located. It will also be the future home of Play ADK. I had also owned for many years the apartment/commercial property at 7 Broadway which is the currently bookstore and Borracho Taco.

Regarding social media, I have accounts on Facebook, Instagram and twitter but don't consider myself a heavy user. I'd say i use it enough to follow friends, events and various people/politicians.

Thank you for your consideration for the position on the Downtown Advisory Board.

Jerry Michael