

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES  
REGULAR MEETING AGENDA 5:30PM  
Monday February 11, 2019  
Roberts Rules of Order will be in Effect for this Meeting**

**Auction of 400 Broadway 4:00pm on the steps of the Harrietstown Town Hall**

**A. CALL TO ORDER      PLEDGE OF ALLEGIANCE**

**B. ROLL CALL**

**C. AUDITING**

- a. Pay Vouchers
- b. Approve Minutes 1-28-2019 and 2-4-2019

**E. PUBLIC COMMENT PERIOD**

**F. CORRESPONDENCE-**

**G. ITEMS FOR BOARD ACTION**

<b>BILL</b>	<b>19</b>	<b>2019</b>	<b>Authorize Contract with Mountain Medical</b>
<b>BILL</b>	<b>20</b>	<b>2019</b>	<b>Rescind Bill # 18-2019 AIM Funding</b>
<b>BILL</b>	<b>21</b>	<b>2019</b>	<b>Use of Equipment Reserve-Replacement of Groomer</b>
<b>BILL</b>	<b>22</b>	<b>2019</b>	<b>Approve the Replacement of the Fence in William Morris Park</b>
<b>BILL</b>	<b>23</b>	<b>2019</b>	<b>Authorize Contract with North Woods Engineering</b>

**H. OLD BUSINESS**

**I. NEW BUSINESS**

- a. Update on Green Initiatives

**J. ITEMS FOR DISCUSSION**

**K. 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.

REGULAR MEETING OF THE BOARD OF TRUSTEES  
January 28, 2019  
Meeting was Held in the Redfield Room of Adirondack Health

**ROLL CALL FOR REGULAR MEETING:** Present: Mayor Clyde Rabideau  
Trustees: Paul Van Cott, Patrick Murphy, Richard Shapiro and Melinda Little.  
Also present: Village Manager, John Sweeney, Village Treasurer Elizabeth Benson, Chief Water/  
Waste Operator Kevin Pratt and Village Clerk, Karen Tyler.

Everyone stood for the pledge of allegiance.

**PUBLIC HEARING:**

**NYS CDBG 2019 Economic Grant Application**

Chair Mayor Rabideau opened the public hearing. Chair Mayor Rabideau asked for comments or questions from the floor.

Jim Thatcher of C.T. Male introduced and outlined the grant application. He gave a handout to the board members (a copy is attached and made part of these minutes).

Chair Mayor Rabideau asked for comments or questions from the floor.

David Ryan, Saranac Lake resident, asked if the hotel would be allowed to buy spa equipment with grant funds. Mr. Thatcher responded, yes that would be an allowable expense.

There were no further questions from the floor.

Chair Mayor Rabideau closed the public hearing.

**Volunteer Fire Contract**

Chair Mayor Rabideau opened the public hearing. Chair Mayor Rabideau asked for comments or questions from the floor.

There were no other questions from the floor.

Chair Mayor Rabideau closed the public hearing.

**AUDITING:**

Chair Rabideau called for a motion to approve payment for the 2019 budget  
\$179,710.12 voucher number 11040643 to 11040725 complete detail of these vouchers is attached  
and made part of these minutes.

Motion: Murphy Second: Little

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Chair Mayor Rabideau called for a motion to approve minute of 1-2-2019

Motion: Little Second: Shapiro

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**PUBLIC COMMENT PERIOD:**

Erin Griffin of the Climate Smart Community Committee updated the board on the committees.  
progress.

David Ryan, Saranac Lake resident, thanked the board for the work they have done for Saranac  
Lake. He also told the board that Jamie Konkoski, the community development director was doing a  
fine job.

**CORRESPONDENCE:** US Department of Justice Letter and the Town of Tupper Lake Shared  
Service Agreement

Chair Rabideau called for motion to accept and place on file the above referenced correspondence.

Motion: Shapiro Second: Little

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**ITEMS FOR BOARD ACTION:**

**Bill 13-2019 Adopt Volunteer Fire Contract**

A copy of the bill is attached and made part of these minutes

Chair Mayor Rabideau called for a motion.

Motion: Van Cott Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**Bill 14-2019 Authorize Signing of Shared Service Agreements with Towns, Villages and Counties**

A copy of the bill is attached and made part of these minutes

Chair Mayor Rabideau called for a motion.

Motion: Shapiro Second: Little

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**Bill 15-2019 Authorization AES Term Agreement**

A copy of the bill is attached and made part of these minutes

Chair Mayor Rabideau called for a motion.

Motion: Van Cott Second: Little

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**Bill 16-2019 Authorization of Barton and Loguidice Term Agreement**

A copy of the bill is attached and made part of these minutes

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**Bill 17-2019 Authorization of North Woods Engineering Term Agreement**

A copy of the bill is attached and made part of these minutes

Chair Mayor Rabideau called for a motion.

Motion: Shapiro Second: Little

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

**Bill 18-2019 Direct Letter to Be Sent Opposing the Elimination of AIM Funding**

A copy of the bill is attached and made part of these minutes

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott no

**OLD BUSINESS:**

Trustee Little -asked for a work session to discuss the DRI Projects. Will be schedule for Monday February 4, 2019, 5:00pm in the Village Office.

**NEW BUSINESS:**

Trustee Shapiro- Snow Shoe Fest will be 2- 23 at Dewey Mt and 2- 25 at the VIC

**MOTION TO ADJOURN**

Chair Rabideau called for a motion to adjourn

Motion: Van Cott Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

The Village Board went on to tour the new facilities at Adirondack Health.

Respectfully submitted, Karen Tyler, Village Clerk

WORK SESSION MEETING OF THE BOARD OF TRUSTEES  
February 4, 2019

**ROLL CALL FOR SPECIAL MEETING:** Present: Mayor Clyde Rabideau  
Trustees: Paul Van Cott, Melinda Little , Richard Shapiro and Patrick Murphy.  
Also present: Village Manager, John Sweeney, Chief Water Sewer Operator, Kevin Pratt, DPW Superintendent , Jeff Dora and Community Development Director, Jamie Konkoski

Everyone stood for the pledge of allegiance.

The board discussed the downtown revitalization initiatives (DRI) projects.

**MOTION TO ADJOURN**

Chair Mayor Rabideau called for a motion to adjourn

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Respectfully submitted in absentia,  
Kareen Tyler, Village Clerk





### Contractual Agreement

This agreement is made between Standard Medical Testing Services, a division of Mountain Medical Services, located at 68 Quaker Road, Queensbury, NY 12804 and with VILLAGE OF SARANAC LAKE having an address a 39 MAIN ST, SARANAC LAKE, NY 12983-1733

This agreement shall be in effect from January 1, 2019 - Dec 31, 2019.

The responsibilities and obligations and liabilities shall survive the term of this agreement.

This agreement may be cancelled by either party after thirty days of written notification.

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venture, principal-agent or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

Standard Medical Testing Services, a division of Mountain Medical Services, will be compensated for its services as follows:

Yearly Consortium Fee:	10 or more employees	\$100.00
	9 or less employees	\$ 50.00
Urine Drug Screens		\$ 62.00
Alcohol Breath Testing		\$ 38.00
DOT/CDL Physicals		\$165.00
NON Dot		\$115.00

In addition, should there be after hours, post accident testing; there shall be a flat rate fee of \$120.00 per hour with a minimum two hour charge. Also there will be a mileage charge of 56.5 cents per mile applied.

The fee for split specimen re-testing of positive specimens (including shipping, lab fees and chain of custody) shall be the actual cost of said testing. The MRO review and time will be \$100.00

Payment of invoices is expected within 30 days of receipt of invoice payable to Mountain Medical Services, PO BOX 13395, Belfast Maine, 04915.. A late fee/interest fee of 1.5% monthly will be applied to outstanding invoices over 30 days old. We accept payment Online at [www.quickpayportal.com](http://www.quickpayportal.com). Code is on Invoice.

Standard Medical Testing Services a division of Mountain Medical Services attests that it will keep all information obtained from VILLAGE OF SARANAC LAKE for the purpose of testing confidential unless otherwise required to disclose said information by applicable law, regulation, or subsequent agreement.

The provisions of the Agreement shall be construed, interpreted and governed by the substantive laws of the state of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

Standard Medical Testing Services  
Merrie Lynn Towle, BSN

Mountain Medical Services  
Dr. Michael P. M. Pond, MD

VILLAGE OF SARANAC LAKE

Name: Merrie Lynn Towle  
Title: Director of Occupational Medicine  
Date: 12/3/18

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please execute this agreement, retain the original, and forward a duplicate to Standard Medical Testing Services at PO Box 2424 Glens Falls, NY 12801

**Standard Medical Testing Services**  
A division of Mountain Medical  
**Merrie Lynn Towle, BSN**  
68 Quaker Avenue  
Queensbury, NY 12804  
518-744-6560  
fax: 518-744-1407  
[www.standardmedicalservices.com](http://www.standardmedicalservices.com)  
[standardmedicalservices@gmail.com](mailto:standardmedicalservices@gmail.com)

**Mountain Medical Services**  
**Michael Pond, MD/MRO**  
1927 Saranac Avenue  
Lake Placid, NY 12945  
518-523-7575  
FAX: 518-523-7577  
[www.mountainmedical.net](http://www.mountainmedical.net)

354 Broadway, Saranac Lake, NY 12983  
2 Hospital Drive, Massena, NY 13662  
3372 St. Rte. 11, Suite H, Malone, NY 12953



In regards to: Drug and Alcohol Screening Program

Designated Employee Representative,

We welcome you to the Standard Medical Services, a division of Mountain Medical Services, Drug and Alcohol Workplace Programs. Standard Medical Services will work closely with your facility to provide an ongoing support pertaining to the implementation of your program for a drug-free workplace.

Standard Medical Services requests that your company provides an updated employee list (including new employees as well as employees that have been terminated) at your earliest convenience. Please provide the last four digits of the employee's social security number, and if the employee will be a part of the DOT testing pool or non-DOT testing pool.

As you already know, Confidential Contact (Designated Employee Representative/DER) information is also needed. We prefer that there be two contacts in the event that one is unavailable. Please include names, phone numbers, as well as email addresses where these contacts can be reached. Also, please indicate how you would prefer the DER to receive results: via mail or confidential fax line or EMAIL.

**Enclosed is your 2019 Drug and Alcohol Testing Contract. Please make a copy for your records and sign and send one back to us, along with the updated employee list.**

**If we do not receive a copy back we will ASSUME you know longer want to participate in our CONSORTIUM**

If you have any questions please feel free to contact me at our Queensbury office.

Thank you,

Merrie Lynn Towle, RN, BSN

Standard Medical Testing Services  
a division of Mountain Medical Services  
68 Quaker Road  
Queensbury, NY 12804  
Phone: 518-744-6560  
Fax: 518-514-1407

[www.standardmedicalservices.com](http://www.standardmedicalservices.com)  
[standardmedicalservices@gmail.com](mailto:standardmedicalservices@gmail.com)

Mountain Medical Services

1927 Saranac Avenue  
Lake Placid, NY 12945  
Phone: 518-523-7575

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## Consortium Certificate Agreement

According to the US Department of Transportation rules and regulations, a company must implement a drug and alcohol testing program. Included in these regulations are requirements that owner-operators, small motor carriers or municipalities must join a consortium to handle testing procedures, and under 382.401 © (6)(i), you must have a written agreement from the consortium on file. Standard Medical Testing Services/Mountain Medical has agreed to act as the consortium.

I hereby certify I am knowledgeable of the requirements for conducting urine collection, the duties of the Medical Review Officer, Breath Alcohol Technician, the Substance Abuse Professional, and the used of DHHS certified laboratory, and all the requirements of the US Department of Transportation regulations, 49 CFR Part 40.

I further certify that I am familiar with the random selection requirements and have on file all documents required by 382 and I will provide those documents in case of an audit from the US Department of Transportation on one of my clients. I hereby agree to comply with all such regulations governing the procedures in performing drug and alcohol testing for the below listed owner-operator/motor carrier/municipality.

Name of Owner-operator/Municipality/Motor Carrier: \_\_\_\_\_

Address of Owner-operator/Municipality/Motor Carrier: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Dated This \_\_\_\_\_ Day of \_\_\_\_\_ Year \_\_\_\_\_

Signature of Consortium Official: \_\_\_\_\_

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Please execute this agreement, retain the original, and forward a duplicate to Standard Medical Services for our files



## Employee Termination Notification Form

Company Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Date of Termination: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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## Notification of New Hire Form

Company Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Last Four Digits of Employee SS# \_\_\_\_\_ Drivers lic # \_\_\_\_\_

Employee DOB: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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Mountain Medical Services and Standard Medical Testing Services have now merged! The name of the company will be Mountain Medical Services. There will be no change in the occupational service we provide. Queensbury location will still do business with the name of Standard Medical Services, for the time being, under the umbrella of Mountain Medical. We have enclosed a copy of the new W9 for your records. Please let us know if you need any other contract paperwork filled out for this transition.

Mountain Medical Services is an Urgent Care walk-in medical facility with five offices located in Lake Placid, NY; Saranac Lake, NY; Massena, NY, Malone, NY and Queensbury, NY. All five sites are owned and directed by Michael P.M.Pond, MD/MRO. All five locations offer Occupational Services; drug and alcohol testing, DOT, 19A and Fireman Physicals and more. The first four locations offer urgent walk-in medical care. We offer onsite services as well. Mountain Medical Services has been in business for fifteen years and continues to grow.

Thank you and we look forward to our continued service with your company.

Best Regards

*MTowle*

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a division of Mountain Medical  
**Merrie Lynn Towle, BSN**  
68 Quaker Avenue  
Queensbury, NY 12804  
518-744-6560  
fax: 518-744-1407  
[www.standardmedicalsolutions.com](http://www.standardmedicalsolutions.com)  
[standardmedicalsolutions@gmail.com](mailto:standardmedicalsolutions@gmail.com)

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**Michael P.M.Pond, MD/MRO**  
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## Company/Designated Employee Representative Form

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Company Mailing/Billing Address (if different):  
\_\_\_\_\_  
\_\_\_\_\_

DER (Designated Employer Representative)

DER (Designated Employer Representative)

\_\_\_\_\_

\_\_\_\_\_

Company Phone: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Company Fax: \_\_\_\_\_

Company Fax: \_\_\_\_\_

DER Cell Phone: \_\_\_\_\_

DER Cell Phone: \_\_\_\_\_

DER Home Phone: \_\_\_\_\_

DER Home Phone: \_\_\_\_\_

DER email: \_\_\_\_\_

DER email: \_\_\_\_\_

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## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Michael PM POND</b>	
Business name/disregarded entity name, if different from above <b>Mountain Medical Services PLLC</b>	
Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) <b>PO Box 13395</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Belfast, ME 04915</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[ ] [ ] [ ] - [ ] [ ] [ ] - [ ] [ ] [ ]	
Employer identification number	
51 - 0486734	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶ **11/15/18**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



## Making Payments

- **Payable to Mountain Medical Services  
PO BOX 13395 Belfast, Maine 04915**
- **[www.quickpayportal.com](http://www.quickpayportal.com)  
a code is listed on your invoice**
- **Questions regarding payment please call our  
Mountain Medical office at 518-837-5126**

**Standard Medical Testing Services**  
a division of Mountain Medical  
**Merrie Lynn Towle, BSN**  
68 Quaker Avenue  
Queensbury, NY 12804  
518-744-6560  
fax: 518-744-1407  
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Dear [title and name for each state legislator]:

This letter is to make you aware of my strong opposition to the Governor's proposal in the 2019-20 Executive Budget that would eliminate AIM funding for villages and towns whose AIM amount is less than 2% of their 2017 all funds expenditures. This proposal would eliminate state aid for 91% of New York's smallest local governments and the Village of \_\_\_\_\_ is one of them.

To say this proposal makes no sense is an understatement. Of course the ratio of AIM funding to total expenditures is low! That's because for ten years AIM has been held flat while expenditures have continued to rise. It's just simple math. Local governments are being penalized for the very actions the state took that put them in the position they are in today.

If the goal this legislative session is to enact progressive tax reform, it will not be achieved by cutting local aid and removing municipalities' ability to follow through on their goal to reduce the regressive property tax burden. I urge you to join us in the fight to restore these cuts, preserve the essential municipal services funded by this aid, and protect New Yorkers from state-induced increases in the regressive local property tax.

Ironically, at the same time the Governor is proposing to eliminate state aid for villages and towns, he is asking the State Legislature to make the tax cap permanent. Once again, this combination of actions makes no sense. Local leaders across New York have worked hard to stay under the tax cap, even during the five straight years when the tax cap was well below 2%. Unfortunately we had to do this with virtually no assistance from the state, as municipal aid remained frozen and mandate relief that was promised when the tax cap was enacted never materialized. There isn't a mayor in New York who doesn't want to reduce property taxes, but losing AIM funding would clearly work against that goal. I am asking that before even considering making the tax cap permanent, you reject the AIM elimination and in its place increase municipal aid for the first time in a decade and enact legislation prohibiting any future unfunded state mandates.

For years we have been asking the State to partner with local governments to help us achieve the many goals we have in common for our communities and for all of New York. The Village of \_\_\_\_\_ hopes we can count on you to help make that happen.

Sincerely,

Mayor \_\_\_\_\_  
Village of \_\_\_\_\_

cc: Peter Baynes, NYCOM

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

SUBJECT: Approve Use of Reserve

Date 02-11-2019

DEPT OF ORIGIN: Village Manager

Bill # 21- 2019

DATE SUBMITTED: 2/5/2019

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED: \$50,000

AMOUNT  
BUDGETED: \$0.00

APPROPRIATION REQUIRED: \$50,000

**SUMMARY STATEMENT**

Authorize the Village Treasurer to increase the General Fund Budget and to transfer up to \$50,000 from the Equipment Reserve to the General Fund to cover the cost of replacement of the Pisgah 1972 snow groomer. The use of the reserve is subject to Permissive Referendum.

**RECOMMENDED ACTION**

**APPROVAL OF RESOLUTION.**

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

TRUSTEE VAN COTT \_\_\_\_\_

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES**

1972 THIOKOL 2100B SNOW GROOMER

PRESENT MACHINE IS CURRENTLY USED TO MOVE SNOW GUNS AND TRANSPORT MATERIAL FOR MT PISGAH SKI AREA.

MACHINE WILL NEED ABOUT \$13,000 TO \$15,000 WORTH OF TRACK WORK TO KEEP MACHINE USABLE.

MACHINE IS 47 YEARS OLD. 1997 WE PURCHASED MACHINE USED FROM NORWICH VT. MACHINE IS OBSOLETE AS COMPANY WENT OUT OF BUSINESS. SOME PARTS ARE DIFICULT TO GET IF NOT IMPOSSIBLE.

WOULD LIKE TO REPLACE MACHINE WITH A USED 2004 BOMBARDIER BR180 OR EQUAL. THIS MACHINE HAS PARTS STILL AVAILABLE AND WOULD HAVE A FRONT BLADE WHICH OUR CURRENT MACHINE DOESN'T. THIS WOULD ALLOW THE OPERATOR TO MAKE SMALLER 10 FOOT TUBING RUNS AND REDUCE THE LOAD ON OUR CURRENT 2001 BOMBARDIER BR275MP WHICH HAS A 20 FOOT BLADE ON IT.

USE SMALL FUND UP TO \$50,000

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

SUBJECT: William Morris Park

Date: 02/11/19

DEPT OF ORIGIN: Village Manager

Bill # 22-2019

DATE SUBMITTED: 02/07/19

EXHIBITS: Bill 82-2018

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED: \$

AMOUNT  
BUDGETED: \$

APPROPRIATION  
REQUIRED: \$

\_\_\_\_\_  
SUMMARY STATEMENT:

A resolution to approve the replacement of the fence in William Morris Park by Adirondack Carousel, Inc. according to the concept design in the Saranac Lake Park Vision Plan.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

TRUSTEE VAN COTT \_\_\_\_\_

**RESOLUTION TO APPROVE THE REPLACEMENT OF FENCING IN WILLIAM MORRIS  
PARK BY ADIRONDACK CAROUSEL, INC.**

WHEREAS, the Village of Saranac Lake approved and endorsed the application of the Adirondack Carousel Inc. for a grant under the Environmental Protection Fund for a park project in William Morris Park; and

WHEREAS, the Adirondack Carousel Inc. was awarded a grant of \$10,000 to install new fencing at William Morris Park; and

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees authorizes Adirondack Carousel Inc. to install new fencing at William Morris Park in accordance with the concept design and site plan contained in the Saranac Lake Park Vision Plan.

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

SUBJECT: Resolution to approve

Date: 7-25-18

DEPT OF ORIGIN: \_\_\_\_\_

Bill # 82 -2018

DATE SUBMITTED: 7-25-18

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED

A resolution to approve and endorse The Adirondack Carousel, Inc. grant application.

MOVED BY: Little      SECONDED BY: Van Cott

VOTE ON ROLL CALL:

MAYOR RABIDEAU

yes

TRUSTEE SHAPIRO

absent

TRUSTEE MURPHY

absent

TRUSTEE VAN COTT

yes

TRUSTEE LITTLE

yes

**RESOLUTION TO APPROVE AND ENDORSE  
THE ADIRONDACK CAROUSEL INC. GRANT APPLICATION**

WHEREAS, the Adirondack Carousel, Inc. is applying to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) for a grant under the Environmental Protection Fund for a park project to be located at 2 Depot Street, a site located within the territorial jurisdiction of this (Board, Council or Legislature); and

WHEREAS, as a requirement under the rules of this program, said not-for-profit corporation must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located";

NOW, THEREFORE BE IT RESOLVED, the Village of Saranac Lake Board of Trustees hereby does approve and endorse the application of The Adirondack Carousel Inc. for a grant under the Environmental Protection Fund for a park project known as installation of fence and located within this community.

And further, it is resolved that, should the Adirondack Carousel, Inc. be unable to do so, said property shall be forever maintained by the Village of Saranac Lake as a municipal park in this community consistent with the rules promulgated by OPRHP.

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

SUBJECT: 1-3 Main St renovation/addition

Date: 2/11/2019

DEPT OF ORIGIN: Village Manager

Bill: 23 -2019

DATE SUBMITTED: 2/8/2019

EXHIBITS: Proposal and Contract

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:  
\$83,000

AMOUNT  
BUDGETED

APPROPRIATION  
REQUIRED:  
\$83,000

**Summary Statement**

Approval of North Woods Engineering contract for engineering services to prepare plans and specifications for renovation and addition to the Village Police Department and for renovations to 3 Main Street for Village office space.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL :

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

TRUSTEE VAN COTT \_\_\_\_\_

**RESOLUTION AUTHORIZING  
THE VILLAGE MANAGER TO SIGN A CONTRACT  
WITH NORTH WOODS ENGINEERING  
TO PREPARE PLANS AND SPECIFICATIONS FOR THE RENOVATION AND  
ADDITION TO 1-3 MAIN STREET**

WHEREAS, the Village of Saranac Lake Board of Trustees is pursuing the relocation of the Village Offices to 3 Main Street; and,

WHEREAS, the Village of Saranac Lake Board of Trustees is also planning to renovate and expand the Village Police Department at 1 Main Street; and,

WHEREAS, the basis for the engineering layout will be the concept plans prepared by Tisdell Associates; and,

WHEREAS, North Woods Engineering has submitted a proposal to prepare plans and specifications for the renovation and addition to the Village Police Department at 1 Main Street and for renovations for Village office space at 3 Main Street, for an estimated cost of \$83,000; and,

WHEREAS, the cost of the engineering services can be appropriated from Fund Balance,

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Board of Trustees authorizes the Village Manager to sign a contract with North Woods Engineering, and increase Fund Balance for an amount not exceeding \$83,000.



# North Woods Engineering PLLC

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

*Providing civil and structural  
engineering to the North Country  
since 1998, we are proud to be a  
NYS Small Business Enterprise.*

7 February 2019

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

Subject: Proposal for Professional Engineering Services  
Village Police Department Renovation and Addition,  
3 Main Street, Saranac Lake, NY

Dear Mr. Sweeney;

We are pleased to submit this scope of services and cost estimation for engineering services to prepare plans and specifications for the renovation and addition to the Village Police Department and for renovations for Village office space at 3 Main Street in Saranac Lake, New York. The space occupied by the Village Police Department building will be renovated and a small addition will be added to the west side of the building. Floors one and two are also proposed to be renovated to support a relocation of Village offices to 3 Main.

Our proposal is based upon our knowledge of the building, the background information provided by your office, and our meeting on site with you and the chief of police.

### **Program**

In general, our scope of services will be the preparation of plans and specifications for the renovation and addition to the space occupied by the police department and by village staff. To promote the relocation of the Village offices before the end of the year, work is proposed to be separated into different bid packages. Bid Package 1 will be the interior renovation of the 3 Main Street space. This is intended to go to bid as soon as possible. Village office space will be primarily cubicles, with conference space and board rooms having sound rated partitions. Additionally there will be a document storage area that will require thermal and moisture protection. The basis for the layout will be the concept plan by Tisdell Associates.

Bid Package 2 will be the exterior improvements at the police department, including the addition, re-roofing of the police department wing, covered staff entrance for the police department and accessible entrance for the board room. This package will also include renovation to some of the interior space in the police department. The police department addition will contain an accessible toilet room, and a larger room which will have sound rated movable partitions. The

Page 1 of 5

348 Lake Street • Saranac Lake, NY 12983

Phone: 518-891-4975 • Facsimile: 518-891-4978 • [www.north-woods-engineering.com](http://www.north-woods-engineering.com)

addition must still provide vehicle access to the turbine room. The basis for this layout will be the concept plan by Tisdell Associates.

Other exterior work will be done, such as repairs to the terra cotta facade, which will be accomplished under our existing agreement with the Village.

### **Scope of Services**

To achieve the above program, we recommend that our specific scope of services include the following tasks:

### **Design Phase**

#### **Task 1 - Background and Existing Conditions**

- Compile and review existing information from historic plans, and any other information developed by your office, including the existing CAD file
- Complete a site visit to take measurements and verify existing conditions
- Prepare a base site plan from existing mapping, which will be supplemented by a limited topographic survey
- Develop existing conditions building drawings for use as the basis of design

#### **Task 2 - Conceptual Layout and Code Review**

- Prepare a conceptual layout of the major renovation elements and of the proposed addition
- Conduct a code review on the proposed action, and provide report
- Review the findings of the code review with your office to ensure budget matches any code mandated improvements

#### **Task 3 - Schematic Design**

- Develop schematic floor plan of the addition and of the renovated spaces and section, with toilet room layout, wall details, and door & window schedules
- Develop a schematic site plan with accessibility requirements, and grading changes to access turbine room
- Identify design criteria and loading requirements to review the existing building's structural system against the proposed work
- Develop structural design narrative and conceptual structural plan
- Coordinate with design team on specifics of the building's mechanical, plumbing and electrical systems
- Prepare draft Division 1 specifications outlining work periods and protection of existing facility
- Compile a draft set of plans and Division 0 and 1 specifications and provide set and meet with VSL representatives to review
- Prepare a Jurisdictional Inquiry Form for the police department addition and submit to the Adirondack Park Agency with supporting documentation

#### **Task 4 - Construction Documents**

- Structural calculations as required for building elements
- Make changes to the documents based upon that meeting
- Generate additional details for the building construction
- Prepare technical specifications outlining relevant work items
- Obtain wage rates as required by the Department of Labor
- Finalize front end and technical specifications
- Finalize building floor plan, roof plan, section, and elevations
- Finalize site plan and associated site details
- Finalize building details, including, but not limited to, foundation, roofing, flashing, and door and window schedules
- Certify the plans and specifications by a New York State Professional Engineer
- Provide copies of final documents to VSL. Hard copy (number as requested) and pdf copy will be provided
- Provide bid documents for two separate bid packages

#### **Bidding Phase**

- Oversee the bid process, including pre-bid meeting, answering questions/RFIs and issuing addendums as required
- Attend bid opening, tabulate the bids, analyze the bids and recommend award
- Prepare contracts and secure insurance and bonding as required

#### **Construction Phase**

Construction Administration services will be provided. We are prepared to complete the following tasks:

- Attend preconstruction conference with selected Contractor(s) and VSL's representatives
- Respond to contractor questions and RFIs as requested
- Review and approve shop and working drawings and submittals
- Interpret the intent of the drawings and specifications to protect the Village against defects and deficiencies in construction on the part of the contractor
- General engineering review of the construction to ensure conformance with the contract documents, accomplished through weekly site visits, and documentation of findings through written field reports
- Review and recommend approval of applications for payment
- Prepare necessary change orders for approval by the Village
- Obtain project close-out documentation

#### **Assumptions / Exclusions**

We have assumed that the existing plans can be used as the basis for the renovation, and that there are no significant shortfalls to the plans that would preclude the use of the plans. We do include some time to verify existing conditions.

We have included time for an Adirondack Park Agency Jurisdictional Inquiry Form to be completed and submitted, but have not included any further work. If the proposed action is jurisdictional, we can conduct the proposed permitting services required for additional fee. We assume that there is no additional permitting required for this undertaking, other than a building permit, which will be handled by your office.

We assume that the contractors will generally follow the project requirements, including schedule.

It is our initial understanding that the project will not be subjected to Wick's Law, since the work for each bid package is estimated to be less than \$500,000. Therefore, the bid documents will be prepared into a single prime contract. If, after receiving bids, the low bid exceeds \$500,000, effort to re-bid the project with multiple prime contracts will be considered an additional service.

We have not included any time or cost for construction cost estimation.

We have only assumed limited site work around the addition and for the entrances. A comprehensive site plan and parking lot improvements is outside our scope of services.

VSL will engage a qualified testing agency to conduct special inspections, if necessary.

Hazardous material assessment is not included. We have assumed that the work does not include hazardous material.

#### **Time Frame**

We will prepare plans and specifications for bidding of the interior renovation work 16 weeks of receipt of a signed contract. Addition and exterior improvements will be ready for bidding 21 weeks after receipt of a signed contract.

#### **Compensation for Professional Services - Interior Renovation Work**

Our cost estimate for the above work scope is \$27,000.

#### **Compensation for Expenses - Interior Renovation Work**

Reimbursable expenses are estimated to be \$14,000, however, the invoice amount will vary, depending upon the costs incurred. Please note that the majority of the cost is for the mechanical, electrical and plumbing engineer subconsultant.

#### **Compensation for Professional Services - PD Addition, Interior Renovations and Exterior Improvements**

Our cost estimate for the above work scope is \$33,500.

#### **Compensation for Expenses - Addition and Exterior Improvements**

Reimbursable expenses are estimated to be \$8,500, however, the invoice amount will vary,

depending upon the costs incurred. Please note that the majority of the cost is for the mechanical, electrical and plumbing engineer subconsultant.

**Contract**

If this proposal is acceptable, please sign the attached contracts, and return one to us at the following address:

North Woods Engineering, PLLC

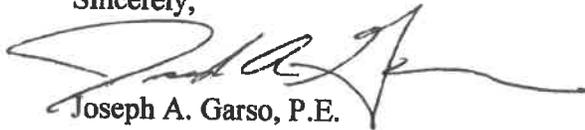
348 Lake Street

Saranac Lake, NY 12983

or email to: [jgarso@north-woods-engineering.com](mailto:jgarso@north-woods-engineering.com)

Please feel free to call with any questions, and we appreciate this opportunity to work with you on this project. This proposal is valid for 45 days.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph A. Garso', with a long horizontal flourish extending to the right.

Joseph A. Garso, P.E.

Attachment

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

Prepared by

**EJCDC**   
**ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

### **SPECIAL NOTE ON USE OF THIS FORM**

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
\_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

\_\_\_\_\_ (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

Please refer to correspondence from North Woods Engineering, PLLC, dated 7 February 2019.

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period:  
\_\_\_\_\_
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 10 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

## 2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party

encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
  2. Engineer's Standard Hourly Rates are attached as Appendix 1.
  3. The total compensation for services and reimbursable expenses is estimated to be \$ 83,000.

Please note that our terms are 30 days net due. Beyond 30 days, we will assess late fees. If an account reaches 60 days past due, we reserve the right to send it to our collection agency. Therefore, if you cannot meet the 30 day terms, please contact me before signing this contract, and we will be happy to arrange an alternate payment schedule.  
Thank you, Joseph Garso, Managing Member

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ENGINEER:

By:  \_\_\_\_\_

Printed Name: Joseph A. Garso, P.E. \_\_\_\_\_

Title: Member \_\_\_\_\_

Date Signed: 7 FEB 19 \_\_\_\_\_

License Number: 075492 \_\_\_\_\_

State of: New York \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:

North Woods Engineering, PLLC  
\_\_\_\_\_  
348 Lake Street  
\_\_\_\_\_  
Saranac Lake, NY 12983  
\_\_\_\_\_  
\_\_\_\_\_

**Engineer's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

**LABOR**

PRINCIPAL ENGINEER .....	\$135.00 / HOUR
SENIOR PROJECT ENGINEER .....	\$105.00 / HOUR
PROJECT ENGINEER .....	\$90.00 / HOUR
JUNIOR ENGINEER .....	\$75.00 / HOUR
ARCHITECTURAL DESIGNER .....	\$80.00 / HOUR
SENIOR TECHNICIAN .....	\$70.00 / HOUR
TECHNICIAN II .....	\$55.00 / HOUR
TECHNICIAN I .....	\$50.00 / HOUR
TECHNICAL ASSISTANT .....	\$45.00 / HOUR

**DIRECT EXPENSES**

MILEAGE .....	PER FEDERAL ALLOWANCES
OUTSIDE PROFESSIONAL SERVICES .....	COST PLUS 10%
PAPER COPIES (30x42) .....	\$6.00 / SHEET
PAPER COPIES (24x36) .....	\$4.00 / SHEET
MYLAR COPIES (24x36).....	\$25.00 / SHEET
OTHER EXPENSES .....	AT COST

**TERMS**

30 DAYS NET DUE

1.5% LATE FEE PER MONTH, \$5.00 MINIMUM PER MONTH

CLIENT IS LIABLE FOR ALL LEGAL AND COLLECTION FEES



**Village of Saranac Lake**  
Community Development Department  
39 Main Street  
Saranac Lake, NY 12983  
Phone (518) 891-4150  
Fax (518) 891-1324  
[www.saranaclakeny.gov](http://www.saranaclakeny.gov)

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## Summary of Green Initiatives – Village of Saranac Lake

1. The Village is a designated **Clean Energy Community** (NYSERDA) after completing 4 high impact actions:
  - Community Solar Campaign
  - Unified Solar Permit
  - Energy Code Enforcement Training
  - Benchmarking
2. Installation of **Electric Vehicle Charging Station** in parking lot at 3 Main St.
  - Total of 20 charges since install in 9/2018
  - Average charge time is 135 minutes
3. The Village pledged to become a **Climate Smart Community** and created a Task Force to work towards this designation (NYS program)
  - The Task Force is documenting all climate smart actions completed to date
  - A climate smart action plan will be developed as a next step
4. Conversion to **LED interior lighting** in all primary village buildings
  - Lights in smaller buildings will be converted when they need replacement
  - Some exterior lighting has been converted to LED
5. **Reduction in fossil fuel usage for heating** in some municipal buildings
  - 3 Main St. uses geothermal from the river to heat and cool the building (supplement with fuel oil during the coldest months)
  - WWTP uses a digester boiler that is powered by methane produced on-site (0% fuel consumption)
  - DPW and Central Garage are heated with recycled oil (from fryers and motor oil)
6. Promotion of **active transportation**
  - Village has a Complete Streets Policy
  - Saranac Lake was designated a Walk Friendly Community
7. The Village in the process of **converting streetlights to LED** fixtures
8. **Remote net metering for the hydro dam** is in the design phase
9. Climate Smart Communities Task Force will soon be launching a **social media campaign for climate awareness**
10. New **Village website** includes a page to showcase Green Initiatives