

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
 REGULAR MEETING AGENDA 5:30PM
 Held in the Redfield Room of Adirondack Health
 Monday January 28, 2019
 Roberts Rules of Order will be in Effect for this Meeting**

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. PUBLIC HEARINGS

- NYS CDBG 2019 Economic Grant Application
- Volunteer Fire Contract

D. AUDITING

- a. Pay Vouchers
- b. Approve Minutes 1-14-2019

E. PUBLIC COMMENT PERIOD

Erin Griffin – Climate Smart Community Update

F. CORRESPONDENCE- US Department of Justice, Town of Tupper Lake Shared Service Agreement,

G. ITEMS FOR BOARD ACTION

BILL	13	2019	Adopt Volunteer Fire Contract
BILL	14	2019	Authorize Signing of Shared Service Agreements – Towns, Counties and Villages
BILL	15	2019	Authorization AES Term Agreement
BILL	16	2019	Authorization of Barton and Loguidice Term Agreement
BILL	17	2019	Authorization of North Woods Engineering Term Agreement
BILL	18	2019	Send Letter Opposing the Elimination of AIM Funding

H. OLD BUSINESS

I. NEW BUSINESS

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.



Capital of the Adirondacks™

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

**VILLAGE OF SARANAC LAKE
ESSEX COUNTY, NEW YORK**

PUBLIC HEARING NOTICE

The Village of Saranac Lake intends on submitting an application on behalf of the Saranac Lake Resort to the New York State Office of Homes & Community Renewal (HCR) for a NYS Community Development Block Grant (CDBG) Program Economic Development Grant on or about *February 1, 2019*. The application may be considered for an economic development activity and will include the administration and program delivery of such. The Village will apply for a grant in an amount not to exceed \$750,000 to assist a local business in creating approximately 71 positions.

A Public Hearing will be held at: the Redfield Room, Adirondack Health, 2233 State Route 86, Saranac Lake, NY 12983 on January 28, 2019 at 5:30 P.M. to afford an opportunity for discussion and comment on local economic development needs and to obtain the views of citizens, public agencies and other interested parties on the needs of the jurisdiction for the proposed CDBG application. Comments on the CDBG Program or the proposed project will be received at this time. The hearing is being conducted pursuant to 24 CFR Part 570.486 and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.

All interested persons are encouraged to attend the January 28th Public Hearing and comment upon the CDBG Application or submit written comments to the Village Offices at 39 Main Street, Saranac Lake, NY 12983 by January 31, 2019. Please contact the Village Office at (518) 891-4150 x202 if special accommodations are required for your attendance.

Dated: January 15, 2019

Karen J., Village Clerk
Village of Saranac Lake, New York

AGREEMENT

THIS AGREEMENT, made effective the 1st day of January 2018,

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

and

SARANAC LAKE VOLUNTEER FIRE COMPANY, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New York with principal offices located at Broadway, Saranac Lake, New York (hereinafter designated as the "Fire Company"). Contract to be in place and fully in effect from January 1, 2018 thru December 31, 2019.

WITNESSETH:

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

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

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

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

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

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

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

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

WHEREAS, the Village and the Fire Company desire to set forth their respective rights and

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responsibilities relative to the operation of the Village's Fire Department and the furnishing of (a) fire protection and emergency services within the corporate limits of the Village and (b) fire protection and emergency rescue in the town fire protection districts with which the Village contracts for such services.

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

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

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

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

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

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

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

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

(b) Provide communications equipment and dispatching facilities;

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

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

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

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

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

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

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

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

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

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

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

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

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

5. All policies of insurance to be provided by the Village and/or the Fire Company shall provide that the same may not be cancelled except upon twenty (20) days prior written notice to the Village and Fire Company. The Village shall provide written proof of such insurance to the Fire Company at the time of the execution of this agreement, and whenever such insurance coverage are renewed during the term of this agreement.

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

7. This agreement shall expire at the end of the day of December 31, 2019.

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

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

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10. The Village and the Fire Company each agrees to indemnify, hold harmless and defend the other from all damages, claims, judgments, losses, costs and expenses, including but not limited to attorneys fees, which may after this agreement may at any time be incurred, suffered, sustained by or imposed upon the other by third parties, by reason of acts or omissions of the other, arising out of, by virtue of, or incident to the services contemplated to be provided by the other under this agreement, including but not limited to bodily injury, sickness, disease, death, or destruction of tangible property which is caused in whole or in part solely by the act or omission of the Village or Fire Company, or anyone directly employed by one or the other. Whenever any loss, cost, damage or expense covered by this paragraph is paid in whole or in part by insurance proceeds, then the party so insured releases the other party from any liability they have on account of such loss, cost, damage or expenses to the extent of the amount recovered by reason of such insurance, and waives right of subrogation which might otherwise exist in or accrue to any person on account of it, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate such insurance coverage or to increase its cost, except as otherwise provided by law including but not limited to General Municipal Law 205-b and 205-g.

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

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

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

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

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

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

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

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

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

FOR: **VILLAGE OF SARANAC LAKE**

BY: _____
ITS: _____

FOR: **SARANAC LAKE VOLUNTEER FIRE COMPANY, INC**

BY: _____
ITS: _____

REGULAR MEETING OF THE BOARD OF TRUSTEES
January 14, 2019

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 and
Community Development Director, Jamie Konkosi , Chief Operator Water/Waste Water
Kevin Pratt, Superintendent of Public Works Jeff Dora and Village Clerk, Kareen Tyler.

Everyone stood for the pledge of allegiance.

AUDITING:

Chair Rabideau called for a motion to approve payment for the 2019 budget
\$ 744,364.76 voucher number 11040443 to 11040642 complete detail of these
vouchers is attached and made part of these minutes.

Motion: Van Cott Second: Murphy

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: Murphy

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

PUBLIC COMMENT PERIOD:

Tim Fortune, Downtown Advisory Board recommended Melinda Little and Jeremiah St.
Louis to the Downtown Advisory Board

CORRESPONDENCE: Letter from First Night, Saranac Lake Youth Center Funding
Request and Annual Report, Well Water Report, Police Department Year End
Summary, Email BOCES Waterline

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

Motion: Van Cott Second: Shapiro

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

ITEMS FOR BOARD ACTION:

Bill 2-2019 Hire Administrative Assistant Cassandra Hopkins

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Shapiro

Roll Call: Little yes Murphy recused himself Shapiro yes Van Cott recuse himself
Rabideau yes

**Bill 3-2019 Authorization for Representative to Execute Grant Agreement Water
Pollution Control Plant Study NYS EFC Planning Grant #80922**

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

Chair Mayor Rabideau called for a motion.

Motion: Shapiro Second: Murphy

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

Bill 4-2019 Authorization and Appropriations of Local Match 20% (\$6,000) for Water Pollution Control Plant Study NYS EFC #80922

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Shapiro

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

Bill 5-2019 SEQR Type II Determination Water Pollution Control Plant Study #80922

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 6-2019 Approve Use of Water Well System Reserve

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 7-2019 Authorize RFP for 2019 Wastewater Treatment Plant Disinfection and Secondary Process Upgrades

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Shapiro

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

Bill 8-2019 Authorize Street Light Acquisition Letter

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 9-2019 Call for a Public Hearing for Volunteer Fire Contract

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Van Cott

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

Bill 10-2019 Appoint Melinda Little and Jeremiah St. Louis to the Downtown Advisory Board

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

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Shapiro

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

Bill 11-2019 Call for a Public Hearing Regarding an Application to CDBG Economic Development Program on Behalf of Saranac Lake Resort

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 12-2019 Municipal Shared Solar Agreement

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

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Little

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

OLD BUSINESS:

No old business

NEW BUSINESS:

Kevin Pratt, Chief Operator Water/Waste Water- Well Report

ITEMS FOR DISCUSSION:

Jeff Dora, Superintendent of Public Works - Road Work Scheduled for Spring

EXECUTIVE SESSION:

Chair Rabideau called for a motion to enter into executive session for – Proposed, Pending or Current Ligation and the proposed acquisition/sale/lease of real property when publicity might affect value

Motion: Murphy Second: Little

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

Chair Rabideau called for a motion to return to regular session.

Motion: Little Second: Shapiro

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

No Motions from Executive Session

MOTION TO ADJOURN

Chair Mayor Rabideau called for a motion to adjourn

Motion: Murphy Second: Van Cott

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

Respectfully submitted,
Kareen Tyler, Village Clerk



U.S. Department of Justice

Federal Bureau of Prisons

Washington, D.C. 20534

December 26, 2018

Dear Valued Contractor:

The purpose of this correspondence is to provide you with information and guidance regarding your current contract with the Federal Bureau of Prisons (Bureau) in light of the lapse in Fiscal Year 2019 appropriations that began at midnight on December 22, 2018.

In the absence of appropriations, obligations are limited to only those needed to maintain the minimum level of excepted activities that are necessary to protect life and property. The Bureau considers your services to meet this definition; therefore, you are expected to continue to provide supplies/services in accordance with the terms and conditions of your contract despite the lapse in appropriations.

However, in accordance with the Federal Acquisition Regulation (FAR) clause at 52.232-18, Availability of Funds, the Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Therefore, if an appropriation or Continuing Resolution (CR) is not enacted, you may not receive timely payment for supplies/services provided. Upon said appropriation/CR enactment, you will receive retroactive payment, including interest if the payment is made after the invoice due date, for all supplies/services provided during the Federal Government shutdown.

The Bureau would like to thank you for your continued partnership and for your cooperation as we work together to manage these difficult circumstances.

Sincerely,


Mark Allen, Supervisory Contract Specialist
FCI Ray Brook



RESOLUTION 5 # of 2019

**AUTHORIZING TOWN SUPERVISOR TO SIGN A CONTRACT FOR SHARED
HIGHWAY SERVICES ON BEHALF OF THE TOWN**

AT A MEETING of the Town Board of the Town of Tupper Lake held at 120 Demars Blvd., Tupper Lake, New York on the 10th day of January, 2019, upon calling of the roll by the Town Clerk the following members were:

Present:

The following resolution was offered by Councilman Quinn who moved its adoption, and seconded by Councilman Dechene, to wit:

RESOLUTION authorizing the Town Supervisor to sign a contract on behalf of the Town to permit the Town Highway Superintendent to share services with highway department heads in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of his duties.

Whereas, all municipalities, including the Town of Tupper Lake have the power and authority to contract with other municipalities for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators; and

Whereas, all municipalities, including the Town of Tupper Lake, have the power and authority to borrow or lend materials and supplies to other municipalities; and

Whereas, it is hereby determined that the Town of Tupper Lake and other municipalities have machinery and equipment which is not used during certain periods; and

Whereas, it is determined that the Town of Tupper Lake and other municipalities often have materials and supplies on hand which are not immediately needed; and

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Tupper Lake and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing, or storing, of a large inventory of certain extra materials and supplies, thereby saving money for the taxpayers; and

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement must receive prior approval by the Town Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session; and

Whereas, it is incumbent upon each municipality to design a simple method whereby materials, supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process; and

Whereas, it is the intent of the Town of Tupper Lake Town Board to give the Town Superintendent of Highways the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual arrangement; and

Whereas, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of the head of the highway department in each of those other municipalities the authority to make similar arrangements; and

Whereas, it is hereby determined that it will be in the best interests of the Town of Tupper Lake to be a party to such shared services arrangements.

NOW THEREFORE, BE IT RESOLVED that the Town Supervisor of the Town of Tupper Lake is hereby authorized to sign the following contract on behalf of the Town:

"CONTRACT FOR SHARED HIGHWAY SERVICES

"1. For purposes of this contract, the following terms shall be defined as follows:

"a) 'Municipality' shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the Clerk of the Town of Tupper Lake.

"b) 'Contract' shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

"c) 'Shared Service' shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

"i) the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

"ii) the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

"iii) the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

"iv) the maintenance of machinery or equipment by a municipality for other municipalities.

"d) 'Superintendent' shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; and in the case of a village, the superintendent of public works.

"2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract, and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Clerk of the Town of Tupper Lake.

"3. The Town of Tupper Lake by this agreement grants unto the Town Superintendent of Highways the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

"a) The Town of Tupper Lake agrees to rent, exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of Tupper Lake. The determination as to whether such machinery, with or without operators, is needed by the Town of Tupper Lake shall be made by the Superintendent of Highways. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

"b) The Town of Tupper Lake agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent of Highways. In the event the said Superintendent determines that it will be in the best interests of the Town of

Tupper Lake to lend to another municipality, the said Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Tupper Lake by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

"c) The Town of Tupper Lake agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the Highway Superintendent, upon such terms as may be determined by the Highway Superintendent.

"d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

"e) When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

"f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

"g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation. Each municipality shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking a joint service pursuant to this contract, however the borrowing municipality shall reimburse the lending municipality for actual and necessary expenses upon receipt of written notice of such claim.

"4. The renting, borrowing, leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchange or borrowing of materials or supplies, or the providing of a specific service, shall be evidenced by the signing of a memorandum by the Town Superintendent of Highways. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

"5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related

to or included any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

"6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared Service shall be set forth in the memorandum.

"7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

"8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

"9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

"10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

"11. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

"12. Any action taken by the Town Superintendent of Highways pursuant to the provisions of this contract shall be consistent with the duties of such official, and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

"13. A record of all transactions that have taken place as a result of the Town of Tupper Lake participating in the services afforded by this contract shall be kept by the Town Superintendent of Highways, and a statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semiannually on or before the first day of June, and on or before the first day of December, of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.

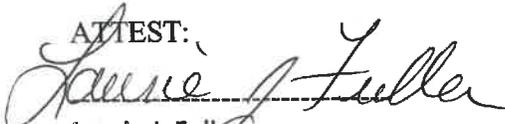
"14. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it

cannot be so modified, then it shall be severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

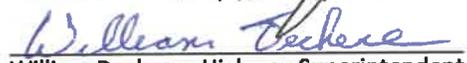
"15. This contract shall be reviewed each year by the Town of Tupper Lake and shall expire five years from the date of its signing by the Town Supervisor. The Town Board may extend or renew this contract at the termination thereof for another five year period.

"16. Copies of this contract shall be sent to the clerk and the superintendent of each municipality with which the Town Highway Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Town Highway Superintendent except with the superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the Town Highway Superintendent."

"IN WITNESS THEREOF, the said Town of Tupper Lake has by order of the Town Board caused these presents to be subscribed by the Town Supervisor this 10th day of January, 2019.

ATTEST:

Laurie J. Fuller
Town Clerk

Town of Tupper Lake, by:

Patricia S. Littlefield, Town Supervisor

William Dechene, Highway Superintendent

The Town Clerk is authorized and directed to file a copy of the foregoing contract as set forth in this resolution with the chief executive officer of the following municipalities:

- | | | | |
|---------------------|-----------------------|-------------------------|-------------------------|
| Town of Bangor | Town of Chateaugay | Town of Fort Covington | Town of Moira |
| Town of Belmont | Town of Clifton | Town of Franklin | Town of St. Armond |
| Town of Bombay | Town of Constable | Town of Harrietstown | Town of Santa Clara |
| Town of Brandon | Town of Dickinson | Town of Long Lake | Town of Waverly |
| Town of Brighton | Town of Duane | Town of Malone | Town of Westville |
| Town of Burke | Town of Piercefield | Town of Fine | Town of Herman |
| Village of Brushton | Village of Chateaugay | Village of Saranac Lake | *Town of Tupper Lake |
| Village of Burke | Village of Malone | Village of Tupper Lake | Franklin County Highway |

This resolution shall take effect immediately

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Supervisor Patricia S. Littlefield	AYE
Councilman John Quinn	AYE
Councilman Michael Dechene	AYE
Councilwoman Mary Fontana	AYE
Councilwoman Tracy Luton	AYE

2018-2019 Village Contract updated January 11, 2019

AGREEMENT

THIS AGREEMENT, made effective the 1st day of January 2018,

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

and

SARANAC LAKE VOLUNTEER FIRE COMPANY, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New York with principal offices located at Broadway, Saranac Lake, New York (hereinafter designated as the "Fire Company"). Contract to be in place and fully in effect from January 1, 2018 thru December 31, 2019.

WITNESSETH:

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

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

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

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

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

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

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

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

WHEREAS, the Village and the Fire Company desire to set forth their respective rights and

2018-2019 Village Contract updated January 11, 2019

responsibilities relative to the operation of the Village's Fire Department and the furnishing of (a) fire protection and emergency services within the corporate limits of the Village and (b) fire protection and emergency rescue in the town fire protection districts with which the Village contracts for such services.

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

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

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

- (a) Fire protection and emergency services (including but not limited to emergency rescue) within the corporate limits of the Village in cases of accidents, calamities, alarms of fire, personal injuries and other emergencies in connection with which the services of firemen, fire equipment, and emergency rescue personnel and equipment would be required; and
- (b) Fire protection pursuant to Article 10 of the General Municipal Law to the town fire protection districts for which the Village has entered into a contract therefore and which has been approved by the Fire Company pursuant to General Municipal Law §209-d, and/or
- (c) Emergency rescue and first aid squad relief pursuant to General Municipal Law §209-b to the town fire protection districts for which the Village has entered into a contract therefore and which the Fire Company pursuant to General Municipal Law §209-d has approved.

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

- (a) Provide suitable space in the Village's firehouse for the Fire Company and its members to use and occupy, and in which to store their own equipment, in connection with the fire company's performance of this agreement;
- (b) Provide communications equipment and dispatching facilities;
- (c) Provide and pay for the costs of insurance coverage as follows:
 - (1) Worker's compensation insurance for the members of the Fire Company and any other fire department personnel including but not limited to paid fire drivers;
 - (2) Public liability insurance insuring the Village and the Fire Company in an amount of not less than \$1 million dollars per occurrence, single limit for bodily injury for death and/or property damage;
 - (3) Fire, casualty and multi-peril insurance insuring the firehouse and all of the contents thereof owned by the Village.
- (d) As part of the consideration paid by the Village to the Fire Company under this Agreement, in addition to the cash payment to be made, and in furtherance of a proper Village purpose, this Agreement includes the value of the Village providing regular maintenance and repairs to all fire department and Fire Company vehicles, apparatus and equipment including but not limited to annual hose testing, ladder testing, air pack servicing/inspection and extrication tools servicing/inspection.

2018-2019 Village Contract updated January 11, 2019

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

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

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

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

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

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

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

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

5. All policies of insurance to be provided by the Village and/or the Fire Company shall provide that the same may not be cancelled except upon twenty (20) days prior written notice to the Village and Fire Company. The Village shall provide written proof of such insurance to the Fire Company at the time of the execution of this agreement, and whenever such insurance coverage are renewed during the term of this agreement.

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

7. This agreement shall expire at the end of the day of December 31, 2019.

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

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

2018-2019 Village Contract updated January 11, 2019

10. The Village and the Fire Company each agrees to indemnify, hold harmless and defend the other from all damages, claims, judgments, losses, costs and expenses, including but not limited to attorneys fees, which may after this agreement may at any time be incurred, suffered, sustained by or imposed upon the other by third parties, by reason of acts or omissions of the other, arising out of, by virtue of, or incident to the services contemplated to be provided by the other under this agreement, including but not limited to bodily injury, sickness, disease, death, or destruction of tangible property which is caused in whole or in part solely by the act or omission of the Village or Fire Company, or anyone directly employed by one or the other. Whenever any loss, cost, damage or expense covered by this paragraph is paid in whole or in part by insurance proceeds, then the party so insured releases the other party from any liability they have on account of such loss, cost, damage or expenses to the extent of the amount recovered by reason of such insurance, and waives right of subrogation which might otherwise exist in or accrue to any person on account of it, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate such insurance coverage or to increase its cost, except as otherwise provided by law including but not limited to General Municipal Law 205-b and 205-g.

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

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

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

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

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

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

2018-2019 Village Contract updated January 11, 2019

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

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

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

FOR: **VILLAGE OF SARANAC LAKE**

BY: _____
ITS: _____

FOR: **SARANAC LAKE VOLUNTEER FIRE COMPANY, INC**

BY: _____
ITS: _____

RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN A CONTRACT FOR SHARED HIGHWAY SERVICES ON BEHALF OF THE VILLAGE

Whereas, all municipalities, including the Village of Saranac Lake, have the power and authority to contract with other municipalities for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators; and

Whereas, all municipalities, including the Village of Saranac Lake, have the power and authority to borrow or lend materials and supplies to other municipalities; and

Whereas, it is hereby determined that the Village of Saranac Lake and other municipalities have machinery and equipment which is not used during certain periods; and

Whereas, it is determined that the Village of Saranac Lake and other municipalities often have materials and supplies on hand which are not immediately needed; and

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Village of Saranac Lake and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing, or storing, of a large inventory of certain extra materials and supplies, thereby saving money for the taxpayers; and

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement must receive prior approval by the Village Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session; and

Whereas, it is incumbent upon each municipality to design a simple method whereby materials, supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process; and

Whereas, it is the intent of the Village Board to give the Superintendent of Public Works the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Village Board prior to the making of each individual arrangement; and

Whereas, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position

comparable to that of the head of the highway department in each of those other municipalities the authority to make similar arrangements; and

Whereas, it is hereby determined that it will be in the best interests of the Village of Saranac Lake to be a party to such shared services arrangements.

NOW THEREFORE, BE IT RESOLVED that the Village Manager of the Village of Saranac Lake is hereby authorized to sign the following contract on behalf of the Village:

CONTRACT FOR SHARED HIGHWAY SERVICES

“1. For purposes of this contract, the following terms shall be defined as follows:

“a) ‘Municipality’ shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the Clerk of the Village of Saranac Lake.

“b) ‘Contract’ shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

“c) ‘Shared Service’ shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

“i) the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

“ii) the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

“iii) the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

“iv) the maintenance of machinery or equipment by a municipality for other municipalities.

“d) ‘Superintendent’ shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; and in the case of a village, the superintendent of public works.

“2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract, and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Clerk of the Village of Saranac Lake.

“3. The Village of Saranac Lake by this agreement grants unto the Village Superintendent of Public Works the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

“a) The Village of Saranac Lake agrees to rent, exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Village of Saranac Lake. The determination as to whether such machinery, with or without operators, is needed by the Village of Saranac Lake shall be made by the Superintendent of Public Works. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

“b) The Village of Saranac Lake agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent of Public Works. In the event the said Superintendent determines that it will be in the best interests of the Village of Saranac Lake to lend to another municipality, the said Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Village of Saranac Lake by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

“c) The Village of Saranac Lake agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the Highway Superintendent, upon such terms as may be determined by the Superintendent of Public Works.

“d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

“e) When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

“f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

“g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation. Each municipality shall be liable for salaries and

other compensation due to their own employees for the time the employees are undertaking a joint service pursuant to this contract, however the borrowing municipality shall reimburse the lending municipality for actual and necessary expenses upon receipt of written notice of such claim.

“4. The renting, borrowing, leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchange or borrowing of materials or supplies, or the providing of a specific service, shall be evidenced by the signing of a memorandum by the Village Superintendent of Public Works. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

“5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

“6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.

“7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

“8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

“9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

“10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

“11. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

“12. Any action taken by the Village Superintendent of Public Works pursuant to the provisions of this contract shall be consistent with the duties of such official, and expenditures incurred shall not exceed the amounts set forth in the Village budget for highway purposes.

“13. A record of all transactions that have taken place as a result of the Village of Saranac Lake participating in the services afforded by this contract shall be kept by the Village Superintendent of Public Works, and a statement thereof, in a manner satisfactory to the Village Board, shall be submitted to the Village Board semiannually on or before the first day of June, and on or before the first day of December, of each year following the filing of the contract, unless the Village Board requests the submission of records at different times and dates.

“14. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

“15. This contract shall be reviewed each year by the Village of Saranac Lake and shall expire five years from the date of its signing by the Village Manager. The Village Board may extend or renew this contract at the termination thereof for another five year period.

“16. Copies of this contract shall be sent to the clerk and the superintendent of each municipality with which the Village Superintendent of Public Works anticipates engaging in shared services. No shared services shall be conducted by the Village Superintendent of Public Works except with the superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the Village Superintendent of Public Works.”

“IN WITNESS THEREOF, the said Village of Saranac Lake has by order of the Village Board caused these presents to be subscribed by the Village Manager this 29th day of January, 2019.
ATTEST: Village of Saranac Lake, by:

Kareen Tyler, Village Clerk

John Sweeney, Village Manager

The Village Clerk is authorized and directed to file a copy of the foregoing contract as set forth in this resolution with the chief executive officer of the following municipalities:

- | | |
|-------------------------------|-------------------------------|
| <u>Town of Franklin</u> | <u>Franklin County</u> |
| <u>Town of Brighton</u> | <u>Town of Harriestown</u> |
| <u>Town of St. Armand</u> | <u>Village of Tupper Lake</u> |
| <u>Town of Tupper Lake</u> | <u>Town of Santa Clara</u> |
| <u>Town of North Elba</u> | <u>Essex County</u> |
| <u>Village of Lake Placid</u> | |

This resolution shall take effect immediately.

STATE OF NEW YORK)
COUNTY OF FRANKLIN)
TOWN OF HARRIETSTOWN) ss:

I, Kareen Tyler, Village Clerk of the Village of Saranac Lake, Franklin County, New York, HEREBY CERTIFY that I have compared the preceding Resolution with the original thereof filed in my office and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Village of Saranac Lake this 29th day of January, 2019.

Kareen A Tyler, Village Clerk

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

SUBJECT: Authorization AES Term Agreement FOR AGENDA OF 1-28-2019

DEPT OF ORIGIN: Manager BILL # 15-2019

DATE SUBMITTED: 1-10-19 EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Authorize Term Engineering Report for AES Northeast – typically used for WWTP/Collection System reporting, emergency services and Agency representative

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

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

THIS IS AN AGREEMENT effective as of **January 1, 2019** ("Effective Date") between the **Village of Saranac Lake, NY** ("Owner") and **Architecture, Engineering and Land Surveying Northeast, PLLC (AES Northeast, PLLC)** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **One (1) Year Term Agreement, for professional civil engineering, architectural, land surveying and other related consulting services.** ("Project").

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

Annual Term Contract – AES Project No. 3853

- **The term of this agreement is from January 1, 2019 through December 31, 2019. The Engineer shall provide professional services at the request of the Owner (Village).**
- **The Scope of Services offered by AES Northeast, may include; technical planning, code review, surveys, studies, reports, design, specifications, bid documents, construction inspection, construction management, grant applications, and project administration on road projects, traffic analysis, water, wastewater, stormwater, environmental projects, infrastructure projects, zoning analysis, and related engineering services.**
- **Scope of work requested shall be provided to the Engineer in the form of a Scope Letter or Board Resolution and a separate proposal in the form of a Letter of Authorization (herein referred to as an "LOA") shall be provided to the Village based on the Term Contract Hourly Rates provided in Appendix 1 (attached).**
- **The Village shall authorize the LOA or provide a Board Resolution for each scope of work for Engineer to maintain time/activity records used for billing purposes.**
- **Depending on the size and scope of work for a project, AES reserves the right to utilize a EJCDC Long Form of Agreement instead of a LOA.**

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. **Engineer shall provide or furnish 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 ("Additional Services").**
- B. **Engineer shall complete its Services within the following specific time period: As Per LOA proposal or Board Resolution provided by Owner. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.**

- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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 for approval by the Village Board. Invoices are due and payable within 30 days of receipt and approval by Owner's Village Board. If the Engineer fails to provide invoicing prior to the publicly listed Village Board meeting schedule, then the invoices would be approved at the next scheduled Board Meeting. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt Owner's Village Board Approval of Engineer's invoice then (1) 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, and (2) 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, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

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

- A. Owner shall pay Engineer for Services 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, plus reimbursement of expenses incurred in connection with providing the Services 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 established in individual LOA's that fall under this Term Agreement and stipulated provisions ~~will be estimated for each scope letter.~~
 4. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of one point one (1.1).

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

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 are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. 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 **either party effective upon after thirty (30) days of receipt of written notice from either party** ~~Owner effective upon Engineer's receipt of written notice from Owner.~~

B. 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 and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

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, money that is due or may become due) in this Agreement without the written consent

of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Constructor, other third-party 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 any services performed or furnished by Engineer. 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 Constructor'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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. 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 due and owing for all Services and Additional 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.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, 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 this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, less reimbursable expenses and sub-consultants.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then 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 such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- 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.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the

structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

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 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates and Reimbursable Expenses.

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

Owner:

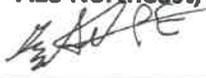
By: _____

Print name: John Sweeney

Title: Village Manager

Date Signed: _____

Engineer: **AES Northeast, PLLC**

By:  _____

Print name: **Gregory Swart, P.E**

Title: **Partner**

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
095154

State of: New York

Address for giving notices:

Village of Saranac Lake
3 Main Street
Saranac Lake NY 12983
Phone: (518) 891-4150

Address for giving notices:

AES Northeast, PLLC
10-12 City Hall Place
Plattsburgh, NY 12901
Phone: (518) 561-1598

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **January 1, 2019**.

Engineer's Standard Hourly Rates

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 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

Schedule of Hourly Rates:

Principal – Registered Architect	\$ 139	Surveying Technician – Field	\$ 81
Principal – Professional Engineer	\$ 139	Surveying Technician – Office/Travel	\$ 76
Principal - Land Surveyor	\$ 139	Survey Party Chief - PWR**	\$ 155
Project Architect	\$ 103	Survey Instrument Person - PWR**	\$ 145
Architectural Technician	\$ 58	Program Manager	\$ 95
Building Designer	\$ 87	Project Manager	\$ 95
CADD Technician I	\$ 56	Senior Construction Manager	\$ 112
Senior Project Engineer	\$ 126	Construction Manager	\$ 92
Project Engineer	\$ 126	Resident Project Representative I	\$ 73
Professional Engineer	\$ 112	Resident Project Representative II	\$ 78
Intern Engineer I	\$ 84	Resident Project Representative III	\$ 83
Intern Engineer II	\$ 89	Project Administrator I	\$ 56
Engineering Technician I	\$ 78	Project Administrator II	\$ 58
Engineering Technician II	\$ 84	Project Administrator III	\$ 73
GIS Specialist	\$ 82	Information Technology Administrator	\$ 83
Grant Administrator	\$ 91	Technical Assistant	\$ 56
Land Surveyor – Field	\$ 101	Clerical Assistant	\$ 56
Land Surveyor – Office/Travel	\$ 96		

* All rates are subject to change after 12/31/2019

** NYS Dept. of Labor requires the payment of "Prevailing Wage Rates" (union scale) to Survey personnel on Public Works Projects

AES Northeast

2019 Reimbursable Expenses Fee Schedule*

Copies – black & white single sided 8.5" x 11"	\$0.20 per sheet
Copies – black & white double sided 8.5"x11"	\$0.26 per sheet
Copies – black & white single sided 11"x17"	\$0.26 per sheet
Copies – color 8.5"x11"	\$2.00 per sheet
Copies – color 11"x17"	\$5.00 per sheet
Large document paper prints – black & white 12"x18"	\$2.00 per sheet
Large document paper prints– black & white 24"x36"	\$3.00 per sheet
Large document paper prints – black & white over 24"x36"	\$5.00 per sheet
Large document paper prints – color 12"x18"	\$15.00 per sheet
Large Document paper prints – color 24"x36"	\$20.00 per sheet
Large Document paper prints – color over 24"x36"	\$26.00 per sheet
Large Document mylar (film) prints	\$30.00 - \$40.00 per sheet
Scanning construction drawings – 1 to 10 sheets	\$15.00 per sheet
Scanning construction drawings – 11 to 20 sheets	\$7.50 per sheet
Scanning construction drawings – over 20 sheets	\$2.00 per sheet
Place construction drawings on Compact Disks (CDs)	\$25.00 per CD
Binders (3 ring)	Cost plus 10%
Postage	Cost plus 10%
Subconsultants	Cost plus 10%
Mileage	Standard Reimbursable Rate set by the IRS (subject to periodic changes issued by the IRS)

**All rates are subject to change after 12/31/2019*

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

SUBJECT: Authorization B&L Term Agreement FOR AGENDA OF 1-28-19

DEPT OF ORIGIN: Manager BILL # 16-2019

DATE SUBMITTED: 1-25-19 EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Authorize Term Engineering Report for B&L – typically used for WTP/Wells/Distribution System, reporting, emergency services and Agency representative

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

MASTER SERVICES AGREEMENT
BETWEEN
VILLAGE OF SARANAC LAKE
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between Village of Saranac Lake ("Owner") and Barton & Loguidice, D.P.C. ("Engineer").

Engineer agrees to provide **Engineering and Environmental Consulting Services** to Owner in accordance with separate written scope and fee authorizations ("Task Authorizations", also sometimes referred to herein as "Project") that will be agreed upon with Owner on an as requested basis, with the understanding that each Task Authorization will be mutually agreed upon in writing between Owner and Engineer.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in each Task Authorization, and Owner shall pay Engineer for such services as set forth in Paragraph 2.01. Once duly signed by Owner and Engineer, each Task Authorization will be deemed a part of and incorporated into this Agreement by reference. A template for Task Authorizations is provided herein as Exhibit A.

2.01 Payment for Services

- A. Payment: Owner shall pay Engineer in the amount and in the manner set forth in each signed Task Authorization. Unless indicated otherwise in a particular Task Authorization, Owner's payments to Engineer shall be on a time and expense basis in accordance with Engineer's Standard hourly billing rates referenced in Exhibit B and in effect at the time of service, plus reimbursable expenses and any subcontracted services, subject to any fee limit referenced in each Task Authorization. Unless specifically indicated otherwise in a particular Task Authorization, Engineer's charges for any subcontracted services shall be invoiced at cost plus ten (10) percent.
- B. Preparation of Invoices. Engineer will prepare invoices no more frequently than monthly for submittal to Owner for review. Unless otherwise directed by Owner, separate invoices shall be submitted for each Task Authorization, based on payment methods and amounts set forth in each Task Authorization. Supporting information will be provided with each invoice, to the extent requested by Owner in a Task Authorization.
- C. Payment of Invoices. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make a timely payment due Engineer, then Engineer may, without liability, 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.

3.01 Additional Services

- A. If mutually agreed by Owner and Engineer, or if required because of changes in a Project, Engineer shall furnish services in addition to those set forth in an executed Task Authorization via a written amendment thereto.

- B. Owner shall pay Engineer for such additional services as follows: (1) as may be mutually agreed to in writing, or (2) for additional services of Engineer's employees engaged directly on the Project in an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times hourly billing rates for each applicable billing class; plus reimbursable expenses and charges for Engineer's subconsultants, if any.

4.01 Termination

- A. The obligation to provide further services 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.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to 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 or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) In the event Engineer terminates this Agreement for either of the above-specified reasons, Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure 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 seven days after the receipt of written notice by Engineer.
 3. The terminating party under Paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, 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.
 4. In the event of any termination under Paragraph 4.01.A.1, 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. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.
 5. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to payment for those items identified in Paragraph 2.01, to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts with Engineer's subconsultants, and other related close-out costs, using Engineer's hourly billing rates referenced in Exhibit B.

5.01 Controlling Law

- A. This Agreement is to be governed by the laws of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, 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. This provision shall not preclude Engineer from retaining subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

7.01 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. Engineer and its subconsultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. 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.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of contractor's agents or employees or 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 based on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The Contract Documents for construction contracts prepared as a service under this Agreement are to be the Barton & Loguidice, D.P.C. template Contract Documents, including but not limited to General Conditions, General Requirements, Information for Bidders and bidding documents, as may be amended by the Owner.
- F. All design 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. Engineer grants Owner a license to use the instruments of service for Project construction as is the intended purpose of the documents, and for the purpose of maintenance and repair of the Project.
- G. 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 the total amount of compensation received by Engineer pursuant to this Agreement.
- H. 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, and 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: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

- I. The services to be provided by Engineer under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Engineer are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Engineer is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. Owner and any other parties with an interest in the Project or this Agreement should determine independently whether they require the services of a municipal advisor.

8.01 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Engineer agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. If a dispute involves a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Engineer may seek to have its claim for fees resolved by a court of competent jurisdiction without first participating in mediation.

9.01 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion of construction of the Project for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.01 Indemnification

The Engineer and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

11.01 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit C, "Insurance". Engineer shall cause Owner to be listed as an additional insured on applicable general liability insurance policies carried by Engineer.

- B. Owner shall require all Project construction Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and any of its subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project, and shall require Contractor to deliver to Engineer certificates of insurance for the required coverages.
- C. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit C. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

12.01 Confidentiality

- A. Owner and Engineer agree that:
 - 1. neither party nor any of their employees or authorized representatives will disclose, sell, transfer or make available to third parties any Confidential Information (as defined below) of the other party except to employees, agents or subconsultants who need to know such Confidential Information in the performance of their duties;
 - 2. each party will use the Confidential Information solely for the purposes of carrying out their responsibilities and obligations under the terms of this Agreement or a Task Authorization;
 - 3. each party will take those precautions reasonably necessary to maintain the confidentiality of the other party's Confidential Information; and
 - 4. upon request from the other party, each party shall return, or at the request of the other party destroy, all copies of the other party's Confidential Information, once it is no longer needed or permitted for use.
- B. For purposes of this Agreement, Confidential Information shall mean all trade secrets, proprietary information, know-how, processes, and other information and any tangible evidence, record or representation thereof, financial information, business information and documents, the intellectual property of each party and other information, not generally known to the public, which is confidential or proprietary. Confidential Information shall not, however, include information which:
 - 1. was published or was otherwise available to the public prior to its being disclosed hereunder;
 - 2. is published or otherwise becomes available to the public after its receipt from the disclosing party through no act or failure on the part of the receiving party;
 - 3. was known to the receiving party prior to its receipt from the disclosing party as established by the recipient's written records; or
 - 4. was acquired by the receiving party from a third party under no obligation to maintain its confidentiality.
- C. Owner and Engineer agree that this confidentiality provision shall continue in force for a period of one year subsequent to the date of the last Project invoice sent by Engineer to Owner.

13.01 Total Agreement

This Agreement, including any expressly incorporated Task Authorizations and Exhibits, 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.

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

OWNER: Village of Saranac Lake

ENGINEER: Barton & Loguidice, D.P.C.

By:

By:

Title: John Sweeney
Village Manager

Title: 
Eric A. Pond
Senior Vice President

Date Signed: _____

Date Signed: 01/23/2019

Address for giving notices:

Address for giving notices:

Village of Saranac Lake

Barton & Loguidice, Attn: President

39 Main Street, Suite 9, 2nd Floor

443 Electronics Parkway

Saranac Lake, New York 12983

Liverpool, New York 13088

Exhibit A – Template for Task Authorizations

Village of Saranac Lake ("Owner") entered in to a Master Services Agreement with Barton & Loguidice, D.P.C. ("Engineer" or "B&L") with an effective date of _____.
In accordance with that Master Services Agreement, the following Task Authorization is hereby approved and Engineer is authorized by Owner to proceed with the services as delineated below. This is Engineer's [e.g., 1st, 2nd] Task Authorization.

Effective Date of this Task Authorization:

B&L Project Name:

B&L Project Number:

B&L Project Manager:

B&L Officer-in-Charge:

Owner's Project Manager:

Fee Limit for this Task Authorization, if any: *[attach effort hour for T+E fee, if requested by Owner]*

Payment Method: *[e.g., Time & Expense per hourly billing rates; lump sum]*

Engineer's Scope of Service: *[e.g., Phase Name, Task Description, Task Deliverables, etc.]*

Anticipated Schedule: *[e.g., Key Milestones/Deliverables, Completion Dates]*

Approved by Owner:

Name: _____

Title: _____

Date: _____

Approved by Engineer:

Name: _____

Title: _____

Date: _____

Exhibit B – Engineer’s Hourly Billing Rates Schedule

Note: The attached 2019 Standard Billing Rate Schedule will be in effect for the entire 2019 calendar year, and will be replaced with Engineer’s new billing rates schedule effective on January 1st of each and every subsequent year of this Agreement.

Exhibit C - Insurance

The kinds and amounts of insurance required of the ENGINEER are as follows:

- a) A policy or policies providing protection for employees of the ENGINEER in the event of job-related injuries, generally referred to as "Worker's Compensation Insurance".
- b) Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.

- c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	\$2,000,000	Each Occurrence	\$1,000,000
Products - Comp/Op Agg.	\$2,000,000	Damage to Rented Premises	\$100,000
Personal/Adv. Injury	\$1,000,000	Medical Expense	\$5,000

- d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

Each Occurrence	Aggregate
\$1,000,000	\$1,000,000

- e) Professional Liability Insurance, including errors and omissions, shall be maintained with minimum limits of not less than One Million Dollars (\$1,000,000).

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

SUBJECT: Authorization Northwood Engineering Term Agreement FOR AGENDA OF 1-28-19

DEPT OF ORIGIN: Manager BILL # 17-2019

DATE SUBMITTED: 1-25-19 EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Authorize Term Engineering Report for Northwood Engineering – typically used for Roads/Sidewalks/Buildings, reporting, emergency services and Agency representative

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____



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*

22 January 2019

Jeff Dora
Village of Saranac Lake
39 Main Street, 2nd Floor
Saranac Lake, NY 12983

RE: 2019 Request for Qualifications
Registered Licensed Professionals - Term Consultant

Dear Mr. Dora,

North Woods Engineering is pleased to submit this proposal to provide civil and structural engineering services to the Village of Saranac Lake.

North Woods Engineering is located in Saranac Lake. We are experienced in planning, code review, permitting, civil engineering, structural design, building design and renovation. Our clients include private individuals, local businesses, builders, contractors, and county/regional governmental agencies throughout northern New York. We have an on-going relationship with many of our clients.

We have enclosed a full qualification package, including our organization, experience, approach, qualification statement, representative projects, references, staff resumes, and other requested pertinent information.

Of note is the experience our firm has with the Village of Saranac Lake's different venues and needs. For example, we have worked on numerous water and sewer projects, replacement T-bar, accessible trail system at Mount Pisgah, conducted structural analysis of various buildings within the Village, Village-wide sidewalk replacement program, as well as many other projects.

The primary staff proposed to provide services under this Term Agreement with the Village of Saranac Lake are:

Joseph A. Garso, P.E.
Timothy J. Northrup, P.E.
Kaitlyn M. Romagnoli

We understand that selection as a consultant does not guarantee that any services will be requested from our firm.

Page 1 of 2

348 Lake Street • Saranac Lake, NY 12983

Phone: 518-891-4975 • Facsimile: 518-891-4978 • www.north-woods-engineering.com

As the primary contact for the Term Agreement, I can be reached as follows:

Joseph A. Garso, PE, Member
North Woods Engineering, PLLC
348 Lake St, Saranac Lake, NY 12983
phone 518-891-4975 fax 518-891-4978
jgarso@north-woods-engineering.com

Thank you for the opportunity to submit this proposal, and please feel free to call with any questions or if you would like to meet with us. We look forward to continuing our relationship with the Village of Saranac Lake.

Sincerely,

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

Joseph A. Garso, PE
Member



**North Woods
Engineering PLLC**

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

Village of Saranac Lake

**2019 Request for Qualifications
Registered Licensed Professionals
Term Consultant**

submitted to:
Jeff Dora
Village of Saranac Lake
39 Main Street, 2nd Floor
Saranac Lake, NY 12983

Firm Organization

North Woods Engineering, PLLC, is owned by Joseph A. Garso, P.E.. Mr. Garso holds a bachelor's degree in civil engineering from Syracuse University and a master's degree in civil engineering from the Georgia Institute of Technology. He is a registered professional engineer in New York and Vermont. His areas of expertise include heavy civil design, site and roadway design; water, wastewater and stormwater design; permitting; project management; and construction inspection. He has many years of experience working closely with citizens, towns, county/regional planning offices, local, state, and federal officials.

The firm employs Timothy J. Northrup, P.E. as a senior project engineer. Mr. Northrup graduated from the University of New Hampshire with a degree in Civil Engineering, Cum Laude. He is licensed as a Professional Engineer in New York State. His areas of expertise are structural engineering, including steel, masonry, concrete, and timber design; building renovation and reuse; and on-site wastewater design.

Kaitlyn Romagnoli, B.S., is also on the staff as a project engineer. Ms. Romagnoli is a graduate of Rochester Institute of Technology with a degree in Civil Engineering Technology. Areas of expertise for Ms. Romagnoli include general civil and wastewater engineering; construction and project management.

Resumes of the staff proposed to provide services to the Village of Saranac Lake follow this section.

Joseph A. Garso, M.S.CE, P.E.

Education

M.S. Civil Engineering

September 1991

Georgia Institute of Technology
Atlanta, GA

Army Officer Basic Course

February 1987

United States Army Engineer
School
Fort Belvoir, VA

B.S. Civil Engineering

May 1986

Syracuse University
Syracuse, NY

Registrations

New York

Vermont

Awards

Northeast Kingdom Community
Assistance & Technical Support
Award

Army Commendation Medal (2)
Army Achievement Medal

Lead technical principal engineer and co-founder of North Woods Engineering in 1998. Mr. Garso has been the lead principal engineer on numerous structural and civil engineering endeavors throughout the North Country, including new construction, renovations, and additions to existing facilities. Joe has a hands-on approach to problem solving and design, and is an engineer who leads by example. Personally responsible for design, calculations and analysis, in addition to overseeing staff.

As principal engineer, he is responsible for all facets of a project from inception through completion. Manages all facets of engineering, including design, budgets, schedules, client interaction, environmental permitting, code review, public interaction, and staff and sub-consultant work.

Work areas have included structural and civil project design, planning, forensic engineering, expert witness service, and construction administration and inspection services for individuals, commercial and industrial clients, as well as governmental agencies.

Prior to founding North Woods Engineering, Mr. Garso held numerous technical and engineering management positions, including as a project manager for a state transportation agency, a manager of engineering for a manufacturing company and as an US Army Corps of Engineering officer. He has worked continuously in the engineering profession since 1986.

Representative Projects:

Utilities/Site/Stormwater/Permitting

- ❖ Saranac Lake Resort
- ❖ Hotel Saranac
- ❖ Village of Saranac Lake Sidewalk Replacement
- ❖ Whiteface Mountain Waterline
- ❖ Malone Solar
- ❖ Town of Harrietstown Town Hall Retaining Wall

Heavy Civil

- ❖ Tub Mill Dam and Dike
- ❖ Ballard Mill Dam
- ❖ Lake Colby Railroad Causeway Inspection & Report

Structural/Buildings

- ❖ Lake Placid Conference Center
- ❖ High Falls Gorge Walkways
- ❖ Adirondack Museum
- ❖ Adirondack Carousel
- ❖ Harrietstown Town Hall Renovation



North Woods Engineering, PLLC

348 Lake Street
Saranac Lake, NY 12983
(518)891-4975

[www.north-woods-
engineering.com](http://www.north-woods-engineering.com)

Timothy J. Northrup, P.E.

Education

B.S. Civil Engineering, Cum Laude

September 2007
University of New Hampshire
Durham, NH

Registrations

New York

Professional Affiliations

American Institute of Steel Construction

American Society of Civil Engineers

Order of the Engineer

Senior Project Engineer with North Woods Engineering, PLLC, since 2007; promoted from Junior to Project Engineer and to Senior Project Engineer during tenure, as well as obtaining licensing in 2012. North Woods is a general practice civil engineering firm in Saranac Lake, NY, that provides services to individuals, commercial and industrial clients, municipalities, and governmental agencies on a range of engineering, planning and construction oversight projects.

Responsible for various technical services for commercial, residential, municipal, and governmental projects. Work includes structural modeling, analysis and design, site design, sanitary system design, and field work. Responsible for designing residential and commercial buildings. Prepare construction plans, elevations, sections, schedules and details. Conduct product research. Complete building code review for residential and commercial projects. Execute numerous technical writing applications, such as technical manuals, specifications, contract documents, permit applications, and technical correspondence.

Prior to joining North Woods, Mr. Northrup held a research assistant position with the University of New Hampshire. Efforts included conducting research into MTBE investigation, measuring groundwater levels at auto service stations, and completing hazardous waste and laboratory safety training.

Representative Projects:

- ❖ US Luge Association Building – Lake Placid, NY
- ❖ Conference Center Structural Design – Lake Placid, NY
- ❖ Hotel Saranac Structural Renovations & Parking Garage Foundation System – Saranac Lake, NY
- ❖ Adirondack Museum West Exhibit Hall Renovation – Blue Mountain Lake, NY
- ❖ ORDA Jumps Lodge – Lake Placid, NY
- ❖ ARFF Building Expansion Structural Design – Harrietstown, NY
- ❖ Town of Harrietstown Town Hall Retaining Wall Replacement – Saranac Lake, NY
- ❖ Tractor Supply Site Design – Ray Brook, NY
- ❖ Holiday Inn Express Foundation Design – Oswego, NY
- ❖ Communication Towers Struct. Analysis – Essex County, NY
- ❖ 421 Lake Flower Ave – Saranac Lake, NY
- ❖ Big Slide Brewery – Lake Placid, NY
- ❖ Adirondack Carousel – Saranac Lake, NY
- ❖ Olympic Training Ctr Bobsled Push Track – Lake Placid, NY
- ❖ Tub Mill Dam and Dike Restoration and Repair – Moriah, NY
- ❖ Mt. Pisgah Ski Lift Foundation Inspection – Saranac Lake, NY
- ❖ Lake Placid Hilton Structural Renovations – Lake Placid, NY
- ❖ Hohmeyer's Lodge Structural & Site Design – Lake Clear, NY



North Woods Engineering, PLLC

348 Lake Street
Saranac Lake, NY 12983
(518)891-4975

www.north-woods-engineering.com

Kaitlyn M. Romagnoli, B.S.

Education

**B.S. Civil Engineering
Technology**
Magna Cum Laude
May 2014
Rochester Institute of
Technology,
Rochester, NY

Junior Engineer with North Woods Engineering, PLLC, since 2018. North Woods Engineering is a civil and structural engineering firm in Saranac Lake, NY, that provides services to individuals, commercial and industrial clients, municipalities, and government agencies on a range of engineering, permitting, planning, and construction oversight projects.

Professional Certifications

NYS Erosion & Sediment
Control

10-hr Occupational Safety
and Health Administration

Professional Affiliations

American Society of Civil
Engineers



**North Woods
Engineering, PLLC**
348 Lake Street
Saranac Lake, NY 12983
(518)891-4975
[www.north-woods-
engineering.com](http://www.north-woods-engineering.com)

Responsible for providing engineering and technical services to commercial, residential, municipal, and governmental clients. Her work includes:

- Site and civil design
- Site investigation
- Building code review
- Plan preparation
- Detail generation
- Permitting and resource agency interaction
- Technical writing and editing
- Technical aspects of project development and management
- Stormwater inspections and reporting
- Construction observation, oversight, and administration

Prior to joining North Woods, Ms. Romagnoli worked as a Project Engineer for an environmental remediation contractor conducting work throughout the northeast. She has also worked as an inspector for an engineering consulting firm.

Representative Projects:

Mt. Van Hoevenberg Venue Improvements - Lake Placid, NY
NY State Police Drainage - Ray Brook, NY
Malone Solar Stormwater Inspections - Malone, NY
Young Life Camp Sewer Pump Station - Saranac Lake, NY
Saranac Lake Resort Stormwater Inspections - Saranac Lake, NY
VSL Athletic Fields Stormwater Inspections - Saranac Lake, NY

Firm Experience

North Woods Engineering has provided engineering services for the past 21 years throughout the Adirondacks, under many different site, loading conditions, and environmental requirements. We also have been an engineering service provider to the Village of Saranac Lake for many years (since 1999), and have conducted work throughout the Village.

We have attached representative project informational sheets that highlight our depth and breadth of engineering experience. To highlight certain projects that demonstrate our capabilities and knowledge, we discuss certain recent projects below:

North Woods Engineering has been preparing plans for the Village Streets Rehabilitation project. This project requires the design of replacement village street, complete with infrastructure, consisting of water, sewer and storm lines. Line and grade of the street is adjusted to facilitate reconstruction. Coordination is done with Village staff to ensure known deficiencies are corrected, and operational items, such as snow storage and removal, are incorporated into the plans. North Woods Engineering has met numerous project deadlines, and will continue to do so. This project delineates our ability as civil engineers.

North Woods Engineering prepared water service and replacement septic system at Mount Pisgah. Although two separate infrastructure projects to service the lodge, this shows our knowledge of Department of Health and Environmental Conservation requirements, and is outside of the normal village water and sewer replacement spectrum.

Firm's Approach to Providing Scope of Services

It is North Woods' practice to assign a project manager to each project. It is the responsibility of the project manager to ensure project quality, ensure tasks are completed on schedule, remain within the stated budget, schedule and supervise the work of other staff. The project manager is also the prime contact with the client, ensuring consistency throughout the life of the project.

Through our firm's internal system of weekly project reviews, we ensure that everyone on staff is advised of the project's status; we discuss issues and resolve them before they become problems; and we ensure that quality, schedule, and cost are maintained throughout the life of the project. Through experience, we have learned that this system of project management combined with systematic oversight provides our clients with excellent quality at a reasonable price.

For the life of the consultant agreement, Joseph A. Garso, P.E., will be the project manager. We have selected Mr. Garso because of his expertise and practical experience in the design and review of civil engineering projects. He also has extensive knowledge of VSL's facilities, as well as area topography, land uses, and other items that will be useful and efficient in completing the work, as well as history of completing work for the VSL.

Mr. Garso will also be responsible for delegating specific tasks to NWE staff as needed to assist him in the work.



North Woods Engineering PLLC

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

Statement of Qualifications

Introduction

Based in Saranac Lake, New York, North Woods Engineering, PLLC, provides its clients with general civil and structural engineering services including water system, sanitary, structural, foundation, and transportation design. Additionally, the firm provides planning, design review, environmental permitting, and construction inspection services. The staff of North Woods Engineering is skilled in the design of new construction, renovations, and expansions. The firm's client base includes private individuals, local businesses, builders and contractors, and county/regional governmental agencies. North Woods Engineering has an on-going relationship with many of its clients.

North Woods Engineering originated in 1998 as a partnership, and converted into a PLLC in 2004.

Key Personnel

North Woods Engineering, PLLC, is owned by Joseph A. Garso, P.E.. Mr. Garso holds a bachelor's degree in civil engineering from Syracuse University and a master's degree in civil engineering from the Georgia Institute of Technology. He is a registered professional engineer in New York and Vermont. His areas of expertise include structural design, site and roadway design; water, wastewater and stormwater design; permitting; project management; and construction inspection. He has many years of experience working closely with citizens, towns, county/regional planning offices, and local, state, and federal officials.

The firm employs Timothy J. Northrup, P.E. as a senior project engineer. Mr. Northrup graduated from the University of New Hampshire with a degree in Civil Engineering, Cum Laude. He is licensed as a Professional Engineer in New York State. His areas of expertise are structural engineering, including steel, masonry, concrete, and timber design; building renovation and reuse; and on-site wastewater design.

Kaitlyn Romagnoli, B.S., is also on the staff as a project engineer. Ms. Romagnoli is a graduate of Rochester Institute of Technology with a degree in Civil Engineering Technology. Areas of expertise for Ms. Romagnoli include general civil and wastewater engineering; construction and project management.

Professional Services

North Woods Engineering's typical projects include site and building development, wastewater system design, water system design, structural assessment and design, subsurface investigation and foundation design, and transportation engineering. Additional services include environmental permitting, planning and public involvement, site development review, and construction inspection. The staff of North Woods Engineering is skilled in the design of new construction, renovations, and expansions. Examples of the services offered are as follows:

Planning Services

- ▶ Site
- ▶ Area/Corridor
- ▶ Revitalization
- ▶ Infrastructure
- ▶ Visualization Studies

Foundation Engineering

- ▶ Subsurface Investigation
- ▶ Foundation Design

Structural Engineering

- ▶ Structural Investigation and Assessment
- ▶ Steel Design
- ▶ Concrete and Masonry Design
- ▶ Timber Design

Building Design

- ▶ Commercial
- ▶ Industrial
- ▶ Residential

Civil Engineering

- ▶ Site Planning and Design
- ▶ Subdivision Development
- ▶ Storm Water Management
- ▶ SWPPP Preparation and Inspections
- ▶ Erosion & Sediment Control Design

Transportation Engineering

- ▶ Access Management Planning
- ▶ Roadway Design
- ▶ Bridge Design
- ▶ Drainage Design

Sanitary Engineering

- ▶ Water Supply
- ▶ Water Distribution Systems
- ▶ Site Investigation
- ▶ Individual Septic System Design
- ▶ Wastewater Treatment and Disposal
- ▶ Sanitary Sewer Systems
- ▶ Stormwater Systems
- ▶ Oil/Water Separator Systems

Additional Services

- ▶ Local, State, and Federal Permitting
- ▶ Design Review
- ▶ Building Code Review
- ▶ Building Assessment Reports
- ▶ Letter of Map Revisions (FEMA)
- ▶ Construction Inspection
- ▶ Construction Administration

Joseph A. Garso, PE.
Timothy J. Northrup, PE.



***Ski Area
Improvements***

***Client: Village of Saranac Lake
Project Location: Saranac Lake, NY
Construction Cost: \$700,000
Funding Source: Public***

Initial services to the Village involved planning and contract document development for a replacement ski lift at the Village owned Mount Pisgah Ski Area. Complete bidding services were provided. Construction services, including submittal reviews, change orders and construction inspection, were provided.

Follow-up engineering services for a replacement lift operator's building, multi-use trail, and handicap-accessible trail were also completed. Plans were prepared for the building, which was built by volunteers. The multi-use trail location was flagged. The accessible trail required complete set of bid documents, inclusive of plans, profiles, cross sections and typical sections, as well as complete specifications. Erosion and sediment controls were also included in the project requirements.

North Woods provided on-call construction inspection, engineering services and prepared as-built drawings of the improvements.



North Woods Engineering PLLC

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



Village Streets Rehabilitation

Client: Village of Saranac Lake
Project Location: Saranac Lake, NY
Construction Cost: developing
Funding Source: Governmental

This project involves the comprehensive rehabilitation of multiple municipal streets in Saranac Lake, New York. The scope varies by location, but in general consists of the renovation of all Village infrastructure in the street: water, sewer and storm; one location requires a sewer pump station.

Work includes the complete design of the infrastructure and roadway, with plans, profiles, and applicable details. Project requirements also include interaction and permitting with the NYS Department of Environmental Conservation and the NYS Department of Health.

Construction of the first street rehabilitation project is scheduled to be completed by Village forces in the summer of 2019, with other streets in the future.



North Woods Engineering PLLC

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



Ski Area Water & Sewer Improvements

Client: Village of Saranac Lake
Project Location: Saranac Lake, NY
Construction Cost: unknown
Funding Source: Governmental

This project involved planning, design, and permitting phase services for the water and sewer improvements to a ski area lodge in Saranac Lake, New York.

Development included a new water lateral, booster pump, and back-flow prevention device. Septic system work included the review of water usage, conducted soil testing and design of a replacement septic system. Permitting was required for both, the Department of Health for the former, and the Department of Environmental Conservation with the later.

North Woods provided services from the schematic design phase forward. The services also included working with Village crews to resolve construction related issues and to provide certificates of completed works for the projects.

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



Sidewalk Replacement

***Client: Village of Saranac Lake
Project Location: Saranac Lake, NY
Construction Cost: \$1,000,000
Funding Source: Public***

Initial services to the Village involved completing a comprehensive review of the Village's sidewalk system. This review included condition, use, location, need, safety, and code requirements. A report was generated with summary of findings and recommendations for which sidewalks to replace. This phase culminated with a presentation to the Village Board.

Replacement work consisted of program development, design, and performance specification generation for two separate projects, a downtown fast-track project and an outlying sidewalk project. The fast-track project required completion prior to the 2013 summer tourism season.

Complete bidding services were provided. Construction services, including submittal and change order reviews, were also completed. North Woods also provided on-call services throughout construction, such as construction observation and construction engineering, as requested.

References

Robert Hammond, Director of Planning and Construction, ORDA
2634 Main Street, Lake Placid, NY 12946
518-523-1655

Jeff Dora, Director of Public Works, Village of Saranac Lake
39 Main Street, Saranac Lake, NY 12983
518-891-4150

Edwin Randig, Code Enforcement Officer, Town of Harrietstown
39 Main Street, Saranac Lake, NY 12983
518-891-0202

Proposed Sub-Consultants

North Woods Engineering, PLLC maintains relationships with many professional service providers as sub-consultants. Although several firms are listed below, we intend to augment our team as needed in order to provide the highest quality services for the requested task. We envision the following sub-consultants may be used to fulfill the scope of services:

Geomatics Land Surveying, LLC

Full service land surveying firm. Geomatics maintains status as a certified NYS Woman Owned Business Enterprise, and is located in Saranac Lake, NY.

Leifheit Land Surveying

Full service land surveying firm. Leifheit Land Surveying was founded in 1986 and is located in Gabriels, NY.

ALL Land Surveying

Full service land surveying firm. ALL Land Surveying is located in Saranac Lake, NY.

Dente Engineering

Geotechnical engineering firm and subsurface investigation. Dente Engineering is located in Watervliet, NY.

Evergreen Testing and Environmental Services

Environmental site assessments and environmental design services. Evergreen Testing and Environmental Services is located in Watervliet, NY.

Jade Stone Engineering, PLLC

Mechanical, electrical and plumbing engineering design services. Jade Stone Engineering maintains status as a certified NYS Woman Owned Business Enterprise, and is located in Watertown, NY.

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