

Business of the Village Board  
Village of Saranac Lake

SUBJECT: Development Code Administration Services

DATE: 7-24-2023

DEPT OF ORIGIN: Mayor Williams

BILL # 103-2023

DATE SUBMITTED: 7/20/2023

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

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED

AMOUNT  
BUDGETED

APPROPRIATION  
REQUIRED:

Resolution to hire Labella Associates for Development Code Administration Services

**APPROVAL OF RESOLUTION**

MOVED BY: Catillaz      SECONDED BY: Brunette

**VOTE ON ROLL CALL:**

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE BRUNETTE	<u>yes</u>
TRUSTEE CATILLAZ	<u>yes</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE SHAPIRO	<u>yes</u>

**RESOLUTION TO HIRE LABELLA ASSOCIATES FOR  
DEVELOPMENT CODE ADMINISTRATION SERVICES**

WHEREAS, the Community Development Director is responsible for administering the Village of Saranac Lake Development Code; and

WHEREAS, the current Community Development Director has resigned and the position will be vacant while the Village Board of Trustees searches for a replacement; and

WHEREAS, the Village has an existing agreement with LaBella Associates to provide professional services related to assisting the Development Board in the review of applications; and

WHEREAS, the Village Board plans to hire a consultant to provide Development Code administration services until a Community Development Director is hired;

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees hereby authorizes the Treasurer to execute a contract amendment with LaBella Associates.



CONTRACT MODIFICATION SHORT FORM

DATE: July 20, 2023
CLIENT: Village of Saranac Lake
PROJECT: Application Review Services
TASK TITLE: Development Code Administration Services

PROPOSAL #:
PROJECT #: 2222500
PHASE NUMBER: 2

DESCRIPTION OF SCOPE/BUDGET CHANGE:

LaBella Associates (LaBella) will provide Development Code Services for the Village of Saranac Lake in accordance with Development Code procedures. Specifically, LaBella will review subdivision, site plan, special use permit, and variance applications, and administer SEQRA. LaBella will coordinate with each applicant as necessary, determine the completeness of each application, and prepare staff reports for Development Board review and consideration. LaBella will attend Development Board meetings virtually to discuss each project, answer questions, and advise on conditions and approvability.

This Contract Modification Short Form is considered an extension of our original Agreement for this project dated May 20, 2022

All terms & conditions of the original Agreement apply to this Contract Modification. This Contract Modification shall only be valid for 30 days.

AS REQUESTED BY: Jamie Konkoski, Community Development Director

SCHEDULE: START DATE: July 31, 2023 COMPLETION DATE: To be identified by the Village of Saranac Lake

PREVIOUSLY-APPROVED BUDGET/FEE FOR THIS TASK: \$0

BUDGET/FEE FOR THIS CONTRACT MODIFICATION:

LABOR: [ ] LUMP SUM FEE: --- OR --- \$0

[x] TIME AND MATERIALS ESTIMATE: \$10,000 Billed hourly, not to exceed.

SUB-CONSULTANT ESTIMATE: \$0

REIMBURSABLE EXPENSES ESTIMATE: \$0

TOTAL REVISED BUDGET/FEE: \$22,771.25

REVISED TOTAL BUDGET/FEE FOR THIS TASK: \$10,000

ADDITIONAL RETAINER REQUIRED: \$0

Please review and call with any questions. Receipt of this signed Contract Modification and any additional retainer required above will be authorization to schedule the performance of this work. We look forward to working with you on this project.

PREPARED BY: Matthew G. Rogers

CLIENT AUTHORIZATION: [Signature]
PRINTED NAME: BACHANA TSIKLAURI

DATE: 07/25/2023

COMMENTS/DIRECTION:

CC:



May 20, 2022

Jamie Konkoski, Community Development Director  
Village of Saranac Lake  
39 Main Street, 2<sup>nd</sup> Floor  
Saranac Lake, NY 12983

**RE: Application Review Services**

Dear Ms. Konkoski:

LaBella Associates is pleased to offer this proposal to provide professional services related to assisting the Development Board in the review of applications.

**PROJECT SCOPE**

**Application Review Services:** LaBella Associates will assist the Village of Saranac Lake with the review of applications before the Development Board on an as needed basis, including, but not limited to Subdivision, Site Plan, Special Use Permit, and Variance applications, along with SEQRA administration.

For each application, LaBella will review materials provided by the Village and will coordinate with appropriate Village Staff to address Village issues, concerns, and recommendations. Based on our review and coordination with Village Staff, LaBella will prepare Development Board Reports for each application detailing project conformance with the Comprehensive Plan and other applicable planning documents, compliance/noncompliance with the Development Code and applicable state regulations, along with a summary of our analyses related to applicable issues, including, but not limited to: parking/traffic circulation, construction and architecture, grading, erosion control and stormwater, landscaping, pedestrian and bicycle access, lighting, signage, utilities, and other relevant project elements. LaBella will also provide our approval/denial recommendations and associated conditions.

LaBella will attend Development Board meetings virtually or in person when requested by the Village. Between Development Board meetings, LaBella will coordinate with Village Staff via telephone and virtually through Microsoft Teams or similar process.

LaBella will be available to provide additional project review assistance as requested by the Village on an as needed basis.

**PROJECT STAFFING**

I will serve as the Village's main contact and will be responsible for inhouse coordination of all applications. Additionally, I will be supported by LaBella's diverse staff of engineers, planners, landscape architects, and other professional staff that may be required for future application reviews.



## FEE

All services will be completed on a Time and Materials basis using our discounted municipal rates. See the attached Rate Sheet. For each application, LaBella will provide a fee estimate/escrow request letter outlining the specific reviews to be conducted, deliverables, and a time and materials estimate.

## ASSUMPTIONS

- The Village will provide all application materials to LaBella in digital format.
- LaBella staff will attend Development Board meetings either in person or virtually at the Village's request.
- The Village will remain responsible for General Municipal Law 239-m and all other required referrals and setting and coordinating necessary public hearings.

Thank you for considering us for this important project. We look forward to answering any questions and discussing the project with you further. Please feel free to contact me directly (518) 900-2462 or [mrogers@labellapc.com](mailto:mrogers@labellapc.com).

Respectfully submitted,

**LaBella Associates**

Matthew G. Rogers  
Senior Planner  
(518) 900-2462  
[mrogers@labellapc.com](mailto:mrogers@labellapc.com)

# HOURLY RATES

Title	2022 Billing Rate
<b>PRINCIPAL</b>	
Senior Principal	\$220
<b>SENIOR PROFESSIONALS</b>	
Senior Professional V	\$207
Senior Professional IV	\$193
Senior Professional III	\$180
Senior Professional II	\$166
Senior Professional I	\$153
<b>PROFESSIONALS</b>	
Professional V	\$144
Professional IV	\$135
Professional III	\$126
Professional II	\$118
Professional I	\$112
<b>TECHNICIANS</b>	
Technician VII	\$108
Technician VI	\$103
Technician V	\$96
Technician IV	\$90
Technician III	\$85
Technician II	\$80
Technician I	\$76
<b>PROJECT ADMINISTRATORS</b>	
Project Administrator II	\$81
Project Administrator I	\$72
<b>SURVEY</b>	
Survey Crew	\$193

Labor charges include administrative services, telephone, US mail and facsimiles.

Form 2022-ERN-A

## DIRECT COSTS

Reimbursable expenses are in addition to personnel charges and include expenditures made in the interest of the project for the expenses as listed below:

- Reproduction of reports, drawings, photocopies and blueprints
- Messenger and express service deliveries
- Travel, tolls, and overnight expenses. Auto use will be charged at IRS standard business mileage rate.
- Maps, photographs, ordinances, plans and other documents directly related to and necessary to complete contractual obligations.

## SUBCONTRACTORS

Subcontractors work will be billed at actual cost plus 15%.

## COURT PROCEEDINGS

All requests for appearance before a Judge or other Officer of the court will be billed on a per diem basis at a rate of \$2,800 per day, plus direct expenses. Other litigation support will be billed at a rate of \$350 per hour, plus direct expenses.

## BILLING

Project costs will be billed monthly. Invoices are payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month.



# Professional Services Agreement

Agreement made the 20th day of May 2022  
between

**LaBella Associates, D.P.C.**  
**("LaBella")**

and

**Village of Saranac Lake**  
**("Client")**

for services related to the following Project:

**[Development Board Project Review Assistance]**  
**Village of Saranac Lake**  
**("Project")**

LaBella and Client hereby agree as follows:

**Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated May 20, 2022, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

**Compensation for Services:** A retainer in the amount of \$0 shall be required prior to the initiation of services. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

**Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

**Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

**Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

**LaBella Associates, D.P.C.**

By: Chris Round  
 Name Chris Round  
 Title VP Planning  
 Date: 06.15.22

**Client Name**

By: Jamie Konkaski  
 Name Jamie Konkaski  
 Title Community Development Director  
 Date 5/20/22



**Exhibit B**  
**Terms and Conditions**

## **Terms and Conditions**

**LaBella's Responsibilities:** LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

**Client's Responsibilities:** Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

**Additional Services:** LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

**Assignment:** Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

**Confidentiality:** During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

**Instruments of Service:** All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

**Escalation:** In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

**Suspension:** Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

**Termination:** Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

**Disputes:** The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

**Venue and Jurisdiction:** Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

**Choice of Law:** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

**Consequential Damages:** In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

**Late Fees, Costs and Attorneys' Fees:** An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

**Remedies Cumulative:** The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

**Non-Waiver:** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

**Force Majeure:** Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**Severability:** The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

**Counterparts:** This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Scope of Agreement:** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

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