

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

SUBJECT: High Peaks Pickle Ball

DATE: 8-22-2022

DEPT OF ORIGIN: Mayor Williams

BILL # 141-2022

DATE SUBMITTED: 8-17-2022

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED
\$

AMOUNT
BUDGETED
\$0

APPROPRIATION
REQUIRED:

Resolution for Village Manager to authorize agreement with High Peaks Pickle Ball for fundraising of three new pickle ball courts

MOVED BY: Shapiro SECONDED BY: Catillaz

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

Resolution for Village Manager to authorize agreement with High Peaks Pickle Ball, LLC to support fundraising for three new pickle ball courts

Whereas, Village of Saranac Lake residents have demonstrated a need for recreational space for additional Pickle Ball courts, and,

Whereas, a community club, High Peaks Pickle Ball, LLC, and its members have proposed these courts be designed and constructed at Mount Pisgah Recreation Center, and,

Whereas, High Peaks Pickle Ball, LLC will be responsible for the fundraising and construction of three new pickle ball courts, and,

Whereas, a scope of work for the construction of the courts and fundraising timeline, not to exceed three years, must be established by High Peaks Pickle Ball, LLC, and,

Whereas, after the construction of these courts, the Village of Saranac Lake will maintain ownership and responsibility for maintenance.

Therefore, be it resolved, the Village of Saranac Lake Board of Trustees permits the Village Manager to authorize an agreement with High Peaks Pickle Ball to fundraise and construct three new pickle ball courts at Mount Pisgah Recreation Center.

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 2022, by and between Village of Saranac Lake, with offices at 39 Main Street, Suite 9 12983 (“Village”), High Peaks Pickleball, with a mailing address of PO Box 143, Lake Clear, New York 12945 (“High Peaks”); and Saranac Lake Rotary Foundation, Inc., with a mailing address of 39 Main Street, Saranac Lake, New York 12983.

WITNESSETH

WHEREAS, High Peaks and Rotary desire to arrange for the construction and installation of 3 pickle ball courts on the real property owned by the Village and located at 92 Mt. Pisgah Lane, Saranac Lake, New York (the “Property”); and

WHEREAS, the Village is agreeable to the construction and installation of such pickle ball courts on the Property, subject to the terms and conditions set forth herein.

NOW, therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement. The Village hereby agrees that High Peaks and Rotary will be permitted to arrange for the construction and installation of 3 pickle ball courts at the Property, in such locations on the Property as the Village agrees to. High Peaks and Rotary will submit a scope of work to the Village for the structure of the pickle ball courts, which scope of work must be approved by the Village before the commencement of any construction activities. The parties acknowledge that High Peaks and Rotary will engage contractors to perform the work associated with the construction and installation of the aforesaid pickle ball courts. High Peaks and Rotary will be solely responsible for all charges and expenses incurred in connection with the construction and installation of the pickle ball courts, including, but not limited to, all costs and expenses associated with labor and materials. High Peaks and Rotary will remit payment directly to all contractors and material suppliers.
2. Term. The term of this Agreement shall be three (3) years for the completion of the aforesaid pickle ball courts. This Agreement shall terminate three (3) years from the date on which this Agreement is signed by all parties hereto.
3. Ownership of Courts. Following the construction of the aforesaid pickle ball courts, the parties agree that said courts, and all equipment installed on the Property in connection with said courts, will become fixtures to the Property, and will be owned by and titled solely to the Village at all times.
4. Compensation. The Village will not pay High Peaks or Rotary any compensation for the work to be performed in connection with the construction and installation of the

aforesaid pickle ball courts. High Peaks and Rotary will be solely responsible for all labor and materials costs in connection with the construction and installation of the aforesaid pickle ball courts.

5. Insurance. The parties acknowledge that High Peaks and Rotary will engage contractors to perform the work associated with the construction and installation of the aforesaid pickle ball courts. High Peaks and Rotary shall insure that any and all such contractors purchase from and maintain in a company or companies lawfully authorized to do business in New York State workers' compensation and disability benefits insurance as required by law in the State of New York, so as to protect the Village from a claim which may arise out of or result from the construction of the aforesaid pickle ball courts. High Peaks and Rotary shall also insure that any and all contractors engaged to construct the aforesaid pickle ball courts shall also purchase from and maintain in a company or companies lawfully authorized to do business in New York State, and shall keep in force at all times, a liability insurance policy to protect the Village from the following claims which may arise out of or result from the operations and work contemplated hereunder: claims for damages of bodily injury, occupational disease, death, and property damage. Such liability insurance policy shall have coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate, and shall name the Village as an additional insured under such policy.
6. Indemnification. High Peaks and Rotary shall be responsible for all injuries to persons, including death, or damage to property sustained in connection with work contemplated under this Agreement, if and to the extent the same results from any act, omission, negligence, fault, default or New York Labor Law violation of High Peaks or Rotary, or its employees, agents, servants, contractors or subcontractors retained by High Peaks or Rotary or its consultants, pursuant to this Agreement. High Peaks and Rotary shall indemnify and hold the Village harmless from and against any and all claims, judgments and liabilities for injuries to persons (including death) and damage to property for any claim whatsoever that may arise out of the work at the Property, and High Peaks and Rotary agree to reimburse the Village for any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
7. Permits and Lien Waivers. High Peaks and Rotary will obtain, at its own cost, all necessary permits and approvals to perform the work contemplated hereunder. High Peaks and Rotary agree to provide the Village lien waivers, lien releases, and/or acknowledgement of full payment upon receipt of all work to be performed, and materials obtained, for the pickle ball courts to be constructed on the Property. High Peaks and Rotary will ensure that all reasonable safety precautions are taken in performing the work contemplated hereunder. High Peaks and Rotary will ensure that all contractors comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property. High Peaks will be responsible for ensuring no mechanic's liens are placed on the Property, and for indemnifying the Village from any and all such mechanic's liens.

8. Termination. Either party may terminate this Agreement upon ten (10) days written notice to the other, with or without cause.

9. Applicable Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the principals of conflicts of laws. Any action or proceeding arising out of or under this Agreement shall be venued in the County of Franklin, State of New York.

Village of Saranac Lake

High Peaks Pickle Ball, LLC

BY: Jimmy Williams, Mayor

By: _____

Saranac Lake Rotary Foundation, Inc.

BY: _____