

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

SUBJECT: Approve Scope of Work

DATE: 3-27-2023

DEPT OF ORIGIN: Mayor Williams

BILL # 36-2023

DATE SUBMITTED: 3-21-2023

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution to approve the scope of work submitted by High Peaks Pickleball Club

APPROVAL OF RESOLUTION

MOVED BY: Shapiro SECONDED BY: Catillaz

VOTE ON ROLL CALL: To amend

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

**Resolution to approve Scope of Work for
Pickleball Courts from High Peaks Pickleball Club**

WHEREAS, the Village of Saranac Lake has an agreement with High Peaks Pickleball Club for the construction of Pickleball Courts at Mount Pisgah, and,

WHEREAS, per the agreement, the Village of Saranac Lake must approve a scope of work before the commencement of any construction activities, and,

WHEREAS, High Peaks Pickleball Club has submitted a scope of work and the scope of work has been reviewed and approved by the Village DPW superintendent, Parks Manager, and Village Manager.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees approves the Scope of Work submitted by High Peaks Pickleball Club.

BE IT FURTHER RESOLVED, High Peaks Pickle Ball club may commence construction of the Pickleball Courts per the projected schedule of the Scope of Work.

HIGH PEAKS PICKLEBALL CLUB
PO Box 143, Lake Clear, NY 12945
SARANAC LAKE ROTARY FOUNDATION
PO Box 310, Ray Brook, NY 12977

SCOPE OF WORK
2/24/23

Project Title: Construction of 3 Pickleball courts at Mt Pisgah Recreation Center

Parties Involved: Village of Saranac Lake, Saranac Lake Rotary Foundation, High Peaks Pickleball Club, D and D Paving, AFSCO Fence, CRAFCO, Inc.

Introduction: High Peaks Pickleball Club (HPPC) has partnered with the Village of Saranac Lake (VSL) and the Saranac Lake Rotary Foundation (SLRF) to construct public Pickleball courts at Mt. Pisgah Recreation Center. The Village has approved land usage for the site adjacent to the tennis court for 3 Pickleball courts. The Village has agreed to use staff and equipment to do site preparation work as an in-kind donation. When the courts are complete, the Village will be responsible for court maintenance ~~in perpetuity~~. HPPC members have agreed to be the fundraising arm of the project. SLRF is serving as the Club's fiscal sponsor, accepting donations and paying construction bills (Exempt Organization Exempt Purchase Agreement attached.) This Scope of Work is a formal work agreement between HPPC and SLRF and VSL as required by the AGREEMENT dated October 31, 2022, between HPPC, SLRF and VSL (attached.)

HPPC and SLRF have hired the following contractors to perform the work:

- D and D Paving – asphalt
 - AFSCO Fence – fencing and net systems
 - CRAFCO, Inc. – top coat and lines
- (See attached signed quotes.)

Objective: The construction of 3 public Pickleball courts at Mt Pisgah for the benefit of local residents.

Dimensions and Positioning of Courts: (See attached diagram.) The actual size of a Pickleball court is 20' wide by 44' long. This makes the standard playing space 30' wide by 60' long. Courts 1 and 2 will run perpendicular to the parking lot and will be adjacent to the existing tennis court. Courts 1 and 2 will use the existing tennis fence as a backstop and will have a 180' by 10' fence with a total of 4 cemented posts. The cemented posts on the NW and SW corners of Court 2 will allow for the least invasive addition of a 10' dividing fence between Courts 1 and 2 if desired in the future. HPPC will be responsible for the addition of a 60' by 10' chain link divider between Courts 1 and 2, utilizing suitable materials and approved contractors. The entire area of Courts 1 and 2 will be 60' by 60'. Court 1 and 2 will have a 12'x23'x2" paved access path connecting the existing asphalt lot to the accessible playing surfaces and will have 3 access gates; one on the South side to allow access into the courts from the parking lot, one on the West side to access the Tennis Court, and one on the North side to enter Court 3. ~~The tennis net will mark the approximate middle of Court 3.~~ Court 3 will have a 120' x 10' fence with two cemented posts; one on the Northwest side and one on the Northeast side.

Scope of Work:

base layer foundation,

- Site preparation to include slope mitigation, fill and grading, relocating large stones. Performed by VSL staff.
- Asphalt area to include required depth of binder and top coat, fine grading, power rolled, machine laid. Performed by D and D Paving
- Install a 300' linear ft of 10' high chain link fence. This includes 2" by 9-gauge fabric, 3" OD terminal posts and 2 1/2" lone posts with continuous 5/8" top rail and bottom tension wire. All terminal posts to be set in concrete foundations with all other posts driven to grade and secured with post anchors. All fence framework to have galvanized finishes. Performed by AFSCO Fence.
- Install 3 standard Pickleball net systems with posts and sleeves included. Post sleeves to be installed in concrete foundations. Performed by ASFCO Fence.
- Top coats and lines on courts to include Action Pave Acrylic Color Coating System, 2 coats of resurfacing, 2 coats of filler, layout and hand paint 3 sets of regulation Pickleball playing lines. Performed by CRAFCO, Inc.

Project Schedule:

1. VSL performs site preparation: As soon as funding to complete scope of work is confirmed by HPPC within the 3 year MOU period
2. Asphalt is laid and given time to set:
3. Fencing and net systems are installed:
4. Top coat and lines are painted:

Project Management:

- Emergency contact: Pam Palumbo, Treasurer, High Peaks Pickleball Club, 201-787-2805
- Project Manager: Same
- Financial Information: Kevin Laplante, Treasurer, Saranac Lake Rotary Foundation

Adoption Plan: The Mt Pisgah Pickleball courts will be ready for play after completion of the top coating and line contract work is completed and inspection/approval from the Village of Saranac Lake.



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PO Box 264, Indian Lake, NY 12842

888-255-6872 • 518-578-3014 • DDPAVING.PRO



Blacktop driveway done for High peaks Pickleball club

Date: 01/31/23

At Mount Pisgah Saranac Lake NY

The treasur: Pam Palumbo cell 201-797-2805

For the sum of \$ 24,300

Anticipated start date 06/1/23

Guaranteed for 1 years

Anticipated completion date _____

THIS PRICE INCLUDES

Firm Completion Date _____
(barring unforeseen weather or circumstance -
completion guaranteed within _____ days of above stated firm completion date)

2 inches binder of Asphalt
2 inches top

Customer Initial PMP Contractor Initial BMS

_____ of Stone

Is time of the essence in the completion of this contract? Yes No

Fine Grading

DESCRIPTION OF WORK TO BE DONE

Dig Out

Left over Asphalt

Seal Coating

Power Rolled

Road Grader

Machine Laid

Tennis Court

Landscaping

Progress Payment

Signed Pam Palumbo
Customer

TOTAL PRICE \$ 24,300

Signed Benjamin M. Frain

MATERIALS OWNED BY DD PAVING UNTIL PAID IN FULL

NO DEPOSITS ACCEPTED

- Do not put sharp objects like ladders, chairs, etc. on pavement.
- Do not let oil or gas drip on driveway
- Never operate power steering while car is parked
- We guarantee satisfaction upon completion.
- Any bad broken areas patched free of charge for 1 year.
- Areas patched only. Driveway will not be torn out or resurfaced.

**NOT GUARANTEED AGAINST
GRASS AND WEEDS
FOR CLEANING, GRADING AND PAVING
AREA WITH HOT ASPHALT
ROLLED AND COMPLETED
DO NOT PARK ON FOR TWO DAYS**

The contractor or subcontractor who performs on the contract or the materialman who provides home improvements goods or services and is paid may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws. Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

In addition to any right otherwise to revoke you may have under law, you may cancel this home improvement contract until midnight of the first business day after the day on which you signed it. Cancellation must be IN WRITING. Cancellation occurs when written notice of cancellation is given to the contractor or put in the mail to the contractor at the address above with proper postage.



AFSCO FENCE SUPPLY CO., INC.

34 BIG BOOM ROAD
QUEENSBURY, NY 12804
(518) 792-7076 Fax: (518) 798-5836

March 23, 2023

We propose, subject to acceptance, to sell and/or install the materials enumerated below:
Title to materials remains with AFSCO Fence until paid in full.

Name: **High Peaks Pickle Ball Club**
PO Box 143
Lake Clear NY 12945
ATTN: Pam Palumbo 201-787-2805

Ship To: **Mt. Pisgah Recreation Center**
92 Mt Pisgah Rd
Saranac Lake NY 12983

This contract is subject to terms, covenants, and conditions on part II of Proposal
PROPOSAL (Part I of II)

Chain Link Fence Pickleball Court:

COURT 1 & 2 ONLY:

AFSCO to furnish and install +/- 180' lineal ft. of 10' high chain link fence as per request. This includes 2"x 9-gauge black fabric, 3" OD terminal and gate posts, 2 1/2" line posts with continuous 1 5/8" top rail and bottom tension wire. Furnish and install (2) ea. 5'w x8'h single walk gates with standard gate hardware with transoms above gates. All posts to be set in concrete foundations. All fence framework to have galvanized finishes. Pickleball netting system and posts not included.

Total Package Installed as stated above: \$22,871.00 plus tax or exempt cert. Initial Here: _____

ALL 3 COURTS:

AFSCO to furnish and install +/- 300' lineal ft. of 10' high chain link fence as per request. This includes 2"x 9-gauge black fabric, 3" OD terminal and gate posts, 2 1/2" line posts with continuous 1 5/8" top rail and bottom tension wire. Furnish and install (3) ea. 5'w x8'h single walk gates with standard gate hardware with transoms above gates. All posts to be set in concrete foundations. All fence framework to have galvanized finishes. Pickleball netting system and posts not included.

Total Package Installed as stated above: \$28,599.00 plus tax or exempt cert. Initial Here: _____

Notes: Proposals good for up to 10 days from the date of the quoted price. This price does not include Prevailing wage rates, was told it will be privately funded.

Exclusions: Grounding of fence. Clearing, grading, core drilling, permits or variances of any kind, survey or stakeout of property lines, and the location of all private underground utilities.

PROPOSED BY: 
Charlie Ford, Project Manager

DATE: 3/23/23

ACCEPTED BY: _____

DATE: _____

TERMS, COVENANTS AND CONDITIONS (Proposal part II of II)

TERMS:

As specified on the reverse side hereof, and/or 10 days net from date of invoice. Interest at the rate of 2% per month will be charged on all past due accounts except where the maximum is permissible by law is lower, then at such amount. All payments received prior to completion will be deposited within 10 business days into AFSCO Fence Supply Company's account at First Niagara Bank.

EXTRAS

In consideration of the price herein quoted, the owner agrees that the fence lines will be properly marked by him, by stakes or otherwise. The price herein named does not contemplate the encountering of rock or swampy conditions, or boulders larger than the hole to be dug. If these conditions are encountered, and if it is necessary to drill for the setting of the posts, or to furnish extra large or deep foundations for the post, or to perform any extra labor such as clearing the lines, ect., an extra charge will be made to cover the additional expense involved.

Delays

Contracts, which include installation, are taken on the condition that the entire work is installed without interruption. If it is necessary to make more than one trip to complete the installation due to changes or delays on the part of the owner, an extra charge will be made to cover the additional expenses involved. In the event of any undue delay caused by any party other than AFSCO Fence Supply Co., Inc., then AFSCO shall have the right to pass along any increase in cost resulting therefrom.

Measurements

Complete and accurate measurements of the fence line lines and gate openings, together with a diagram, are to be furnished by the owner unless other arrangements are made at the time of signing of this contract.

Changes

No changes in measurements, location of lines, or conditions will be allowed except at prices mutually agreed upon in writing, at the time those changes are made.

General

All agreements are contingent upon the absence of strikes, lockouts, riots, fires, accidents, illness, acts of God, floods, war, insurrection, embargo restrictions, carrier delays, weather delays, or failure to receive raw materials deliveries, or by other causes, whether of the like or different nature beyond our control.

The owner warrants that the work to be done by AFSCO Fence will be done on lands of the owner or on lands that the owner has legal right to contract with AFSCO Fence for such work to be performed. The owner further agrees to defend, hold harmless and indemnify AFSCO Fence for any and all claims or damages of whatever kind arising from the location of the work to be performed.

The owner further agrees, warrants and guarantees that the owner shall obtain any and all permits, licenses or other necessary approvals from any and all government bodies or agencies.

Owner agrees to indemnify & hold harmless AFSCO Fence Supply Co., Inc. against any & all claims relating to damage of private utilities (electrical lines, gas lines, plumbing lines, sprinkler lines, drainage lines, etc...). If a private utility line is encountered during fence installation, AFSCO Fence will immediately notify owner. Repairs to damaged private utility lines are the responsibility of owner.

All materials, supplies and products, including work completed and installed, remain the property of AFSCO Fence until full payment of this contract is made to AFSCO Fence. Acceptance of notes is not deemed to be payments of any part of the contract until such actual payments are made. Prices quoted herein are subject to change without notice until such time as both parties accept the proposal.

AFSCO Fence guarantees that if a defect arises in fence construction, due to faulty workmanship, within two years of its installation, AFSCO Fence will, upon notice from the owner, correct this defect at no cost to the owner. This guarantee is in lieu of all other guarantees or warranties, whether expressed or implied, of whatever kind. The owner agrees to pay an interest charge of 2% per month on any balance more than 30 days past due, and further agrees to pay reasonable attorney fees, limited to 33 1/3% of the balance due, in the event AFSCO Fence employees an attorney to collect any overdue balance.

This agreement may not be modified, except in writing, and any mutually agreed modifications shall become a part of the contract and subject to all of the terms and conditions.

This agreement shall be constructed under the laws of the State of New York, and the owner and AFSCO Fence Supply Co., Inc., agree that any legal action which shall arise from the work performed under this contract shall be brought in a court of competent jurisdiction in the State of New York regardless of the work or the domicile or residence of the Owner.

BUYER'S RIGHT to CANCEL

You may cancel this transaction, without any penalty or obligation, within three business days from the contract date. If you cancel, you must make available to the seller, at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale. If you do not make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, you will remain liable for performance of all obligations under this contract. To cancel this transaction, mail or deliver a signed, written notice or telegram of cancellation to AFSCO Fence Supply Co., Inc., at the address on this contract.

***Description of other private utilities**

****National Grid underground electrical lines are considered customer owned equipment from the top of the electrical pole to the house. As a result, National Grid will not locate buried underground electrical when a request for a line locate is placed. In view of this, National Grid underground electrical lines are considered private utilities and are included in above group.**

Should you require a location of a private utility please reference the following link for a list of private locators throughout New York State.

http://www.digsafelynewyork.com/res/private_locators.asp

I have read, understood, and accept the above terms (check here) _____

Signature _____ Date ____/____/____

Print name _____

Thank you for making your job site a safer and easier digging environment!



AFSCO gladly calls Dig Safely New York before we dig!

Dig Safely New York: 1-800-962-7962

Quote ID: 18670

Page 1 of 1

Proposal Submitted To: Ms Pam Palumbo	At: High Peaks Pickleball Club
Street: 92 Mt Pisgah Lane	City, State and Zip Code: Saranac, NY
Phone and Fax Number: (201) 787-2805	Date of Proposal: 1/25/2023
Name of Job: 3 Newly Paved Pickleball Courts	Location of Job: High Peaks Pickleball Club : High Peaks Pickleball Club

CRAFCO INC., proposes to furnish all labor, materials and insurance to install the 4 COAT ACTION PAVE ACRYLIC COLOR COATING SURFACE SYSTEM to 3 NEWLY PAVED PICKLEBALL COURTS at the HIGH PEAKS PICKLEBALL CLUB located in SARANAC LAKE N.Y. Total area comprises approximately 620 SQUARE YARDS. Procedure to be as follows:

- 1 CLEANING - Thoroughly air blow and clean the entire surface.
- 2 ACTION PAVE ACRYLIC COLOR SYSTEMS - Furnish and apply the () COAT ACTION PAVE ACRYLIC COLOR COATING SYSTEM to the entire area. Colors to be () inbound and () outbound.
Coats of Resurfacer: 2 Coats of Filler: 2 Coats of Finish: 0
- 3 LINE STRIPING - Layout and hand paint 3 SETS of regulation PICKLEBALL playing lines per AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) specifications using ACTION PAVE ACRYLIC TEXTURED WHITE LINE PAINT.
- 4 CLEAN UP - Clean up general work area.
- 5 LOW SPOT / BIRDBATH REPAIR - Price DOES NOT INCLUDE PATCHING OF DEPRESSIONS (BIRDBATHS) and other irregularities in the NEWLY INSTALLED ASPHALT RECEIVING SURFACE. This work, should it be necessary, shall constitute an extra charge based on all additional costs including and associated to mobilization(s), labor and materials.
- 6 GENERAL PROVISIONS - Price does not include the cost of bonds, contract specific insurance riders, taxes, surveys, in-ground equipment, asphalt and/or concrete work and FULL-DEPTH REPAIRS TO THE ASPHALT RECEIVING SURFACE.
- 7 Proposal submitted by Donald Werner - Sales / Project Manager

TAX EXEMPT FORM REQUIRED WITH ORDER

We propose hereby to furnish materials and labor-complete in accordance with above specifications, for the sum of:

Eight Thousand Seven Hundred And Zero/100 Dollars **\$ 8,700.00**

Payment to be made as follows:

30% DEP / BAL COMPLETE

Donald M. Palumbo

1/31/23



AFSCO FENCE SUPPLY CO., INC.

34 BIG BOOM ROAD
QUEENSBURY, NY 12804
(518) 792-7076 Fax: (518) 798-5836

We propose, subject to acceptance, to sell and/or install the materials enumerated below:
Title to materials remains with AFSCO Fence until paid in full.

February 7, 2023

Name: High Peaks Pickle Ball Club
PO Box 143
Lake Clear NY 12945
ATTN: Pam Palumbo 201-787-2805

Ship To: Mt. Pisgah Recreation Center
92 Mt Pisgah Rd
Saranac Lake NY 12983

This contract is subject to terms, covenants, and conditions on part II of Proposal
PROPOSAL (Part I of II)

Chain Link Fence Pickleball Court:

AFSCO to furnish and install +/- 70' lineal ft. of 4' high chain link fence as per site visit and request. This includes 2"x 9-gauge black fabric, 3" OD terminal posts and 2 1/2" line posts with continuous 1 5/8" top rail and bottom tension wire. All terminal posts to be set in concrete foundations with all other posts driven to grade and secured with post anchors. All fence framework to have galvanized finishes.

Total Package Installed as stated above: \$6,219.00 plus tax or exempt cert.

Notes: Proposals good for up to 10 days from the date of the quoted price. This price does not include Prevailing wage rates, was told it will be privately funded.

Exclusions: Grounding of fence. Clearing, grading, core drilling, permits or variances of any kind, survey or stakeout of property lines, and the location of all private underground utilities.

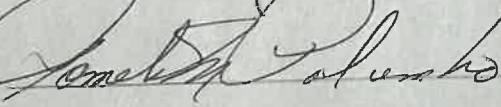
PROPOSED BY:


Charlie Ford, Project Manager

DATE:

2/7/23

ACCEPTED BY:



DATE:

2/8/23



AFSCO FENCE SUPPLY CO., INC.

34 BIG BOOM ROAD
QUEENSBURY, NY 12804
(518) 792-7076 Fax: (518) 798-5836

January 26, 2023

We propose, subject to acceptance, to sell and/or install the materials enumerated below.
Title to materials remains with AFSCO Fence until paid in full.

Name: High Peaks Pickle Ball Club
PO Box 143
Lake Clear NY 12945
ATTN: Pam Palumbo 201-787-2805

Ship To: Mt. Pisgah Recreation Center
92 Mt Pisgah Rd
Saranac Lake NY 12983

This contract is subject to terms, covenants, and conditions on part II of Proposal
PROPOSAL (Part I of II)

Chain Link Fence Pickleball Court:

AFSCO to furnish and install +/- 270' lineal ft. of 4" high chain link fence as per site visit and request. This includes 2"x9-gauge black fabric, 3" OD terminal and gate posts, 2 1/2" line posts with continuous 1 5/8" top rail and bottom tension wire. Furnish and install (2) ea. 5'w x4'h single walk gates with standard gate hardware. All posts to be set in concrete foundations. All fence framework to have galvanized finishes. Pickleball netting system and posts not included.

Total Package Installed as stated above: ~~\$22,442.00~~ plus tax or exempt cert. Initial Here: _____

At this time we're only Contracting for the NET System

ALT Bid for Net System:

AFSCO to furnish and install (3) ea. standard pickleball systems (posts and sleeves included). Post sleeves to be installed in concrete foundations.

Total installed for Net System only: \$7,879.00 plus tax or exempt cert. Initial Here: *PMP*

Notes: Proposals good for up to 10 days from the date of the quoted price. This price does not include Prevailing wage rates, was told it will be privately funded.

Exclusions: Grounding of fence. Clearing, grading, core drilling, permits or variances of any kind, survey or stakeout of property lines, and the location of all private underground utilities.

PROPOSED BY: _____

Charlie Ford
Charlie Ford, Project Manager

DATE: _____

1/26/23

ACCEPTED BY: _____

Pamela M. Palumbo

DATE: _____

1/31/23

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of this 31 day of October, 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. ("SLRF"), with a mailing address of ~~39 Main Street, Saranac Lake~~ PO Box 310, Ray Brook New York 12977.83.

WITNESSETH

WHEREAS, High Peaks and SLRF 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:

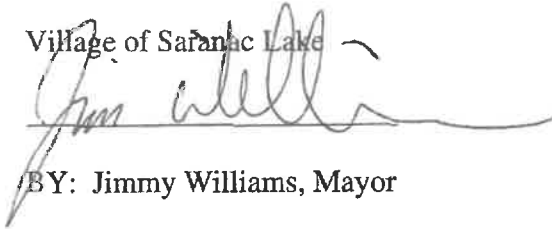
1. Engagement. The Village hereby agrees that High Peaks and SLRF will be permitted to arrange for the construction and installation of 3 pickle ball courts at the Property, in such locations on the Property as the Village agrees to. High Peaks and SLRF will submit a scope of work to the Village for 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 SLRF will engage contractors to perform the work associated with the construction and installation of the aforesaid pickle ball courts. SLRF 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. SLRF 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. The Village will provide written notice to High Peaks and SLRF to confirm the completion of construction, which notice shall be not later than three (3) years from the date this Agreement is signed by all parties.

4. Compensation. The Village will not pay High Peaks or SLRF any compensation for the work to be performed in connection with the construction and installation of the aforesaid pickle ball courts. SLRF 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 SLRF will engage contractors to perform the work associated with the construction and installation of the aforesaid pickle ball courts. SLRF 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. SLRF 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, SLRF and High Peaks as an additional insured under such policy.
6. Indemnification. High Peaks and SLRF 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 SLRF, or its employees, agents, servants, contractors or subcontractors retained by High Peaks or SLRF or its consultants, pursuant to this Agreement. High Peaks and SLRF 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 SLRF 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 SLRF will obtain, at its own cost, all necessary permits and approvals to perform the work contemplated hereunder. High Peaks and SLRF 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 SLRF will ensure that all reasonable safety precautions are taken in performing the work contemplated hereunder. High Peaks and SLRF 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~~ Any party may terminate this Agreement upon ten (10) days written notice to the others, 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



BY: Jimmy Williams, Mayor

High Peaks Pickle Ball



By: PAMELA PALUMBO,

Treasurer

Saranac Lake Rotary Foundation, Inc.



BY: _____ Mitchel Smith, President





New York State Department of Taxation and Finance
**New York State and Local Sales and Use Tax
 Exempt Organization
 Exempt Purchase Certificate**

ST-119.1
 (1/09)

Single purchase certificate

Blanket certificate

Your exempt organization number
 is not your federal employer
 identification number (see instructions).

Exempt organization number (6-digit number
 issued by the New York State Tax Department)

EX - 215 | 05 | 715

Name of seller			Name of exempt organization/purchaser		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code
			SARANAC LAKE	NY	12983

The exempt organization must be the direct purchaser and payer of record.

You may not use this form to purchase motor fuel or diesel motor fuel exempt from tax.

Representatives of governmental agencies or diplomatic missions may not use this form.

Carefully read the instructions and other information on the back of this document.

I certify that the organization named above holds a valid Form ST-119, *Exempt Organization Certificate*, and is exempt from New York State and local sales and use taxes on its purchases.

I also certify that the above statements are true and correct. I make these statements with the knowledge that knowingly making a false or fraudulent statement on this document is a misdemeanor under section 1817 of the New York State Tax Law and section 210.45 of the Penal Law, punishable by imprisonment for up to a year and a fine of up to \$10,000 for an individual or \$20,000 for a corporation. I understand that the Tax Department is authorized to investigate the validity of the exemption claimed or the accuracy of any information entered on this form.

Print or type name of officer of organization	Title
MITCHEL R. SMITH	PRESIDENT
Signature of officer of organization	Date issued
<i>Mitchel R. Smith</i>	

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Fax-on-demand forms: Forms are
 available 24 hours a day,
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 5:00 P.M. (eastern time), Monday through Friday.

Sales Tax Information Center: (518) 485-2889
 For in-state callers without free
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To order forms and publications: (518) 457-5431
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 long distance: 1 800 462-8100



Text Telephone (TTY) Hotline (for persons with
 hearing and speech disabilities using a TTY): If you
 have access to a TTY, contact us at 1 800 634-2110.
 If you do not own a TTY, check with independent
 living centers or community action programs to find
 out where machines are available for public use.



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 Americans with Disabilities Act, we will ensure that
 our lobbies, offices, meeting rooms, and other facilities
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 questions about special accommodations for persons
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