



## **AGENDA**

**Regular Village Board Meeting  
Tuesday, February 21, 2023 – 5:00 p.m.**

**(Website Posting 2/17/23)**

### **PLEDGE OF ALLEGIANCE**

#### **I. Call Meeting to Order**

### **PUBLIC HEARING**

#### **II. 4:45 pm Update to Electric Rates**

#### **III. Clerk Items**

- a. Approve - Regular Board Meeting Minutes – February 6, 2023
- b. Approve - Proposed Monthly Electric Rates
- c. Approve - Agreement for Maintenance of County Roads
- d. Approve - Agreement for Use of Beach House Ackerman Room for Early Voting
- e. Approve - Police Department Hire
- f. Approve - Appointment of Inspectors for Village Election
- g. Approve - MEUA Engineering Workshop, March 9 – 10, Syracuse, NY
- h. Approve - CVES CDL B Training Program, TBD, Plattsburgh, NY
- i. Approve - Rescinding Private Road Name

#### **IV. Treasurer Items**

- a. Approve - Warrant Affidavit #13 – 2022-23

#### **I. New Business**

#### **II. Old Business**

#### **III. Deputy Mayor Items**

#### **IV. Commissioner Reports**

#### **V. Correspondence**

#### **VI. Public Comment/Press Questions**

#### **VII. Adjourn**

ART DEVLIN  
*Mayor*  
MayorDevlin@villageoflakeplacid.ny.gov

PETER HOLDERIED  
MARC GALVIN  
JACKIE KELLY  
JASON LEON  
*Trustees*



JANET H. BLISS  
*Village Attorney*  
  
ANITA A. ESTLING  
*Village Clerk*  
LPClerk@villageoflakeplacid.ny.gov  
  
MINDY GODDEAU  
*Village Treasurer/CFO*  
Treasurer@villageoflakeplacid.ny.gov

## LAKE PLACID VILLAGE, INC.

2693 MAIN STREET      LAKE PLACID, NEW YORK 12946      PHONE 518-523-2597      FAX 518-523-1362

### NOTICE OF LAKE PLACID VILLAGE BOARD PUBLIC HEARING

Please take notice that the Lake Placid Village Board will hold a public hearing on Tuesday, February 21, 2023, in person at North Elba Town Hall, 2693 Main Street, First Floor, Lake Placid, NY and via GoToMeeting at 4:45 pm concerning proposed revisions to the Lake Placid Village Electric Rates.

Take further notice that said proposed revision of rates for electric services provided to customers of the Village of Lake Placid, New York are for the purpose of making necessary revisions to the electric rates for residential and commercial users of the municipal Village of Lake Placid Electric Department.

You may join the meeting in person or via GoToMeeting. A link will be provided by end of day Friday, prior to the meeting. It will be the same link as for that day's Board Meeting. All interested persons are invited and will be given an opportunity to be heard.

The proposed revised schedule of rates will be posted on the Village Website and available for inspection, including supporting calculations, at the Village Clerk's office during regular business hours.

A handwritten signature in cursive script, reading "Anita Anthony Estling".

Anita Anthony Estling  
Village Clerk

Dated: February 9, 2023

**Village of Lake Placid  
Proposed Monthly Rates**

**SC 1 Residential**

Customer Charge	\$ 8.00
Energy Charge, per kWh.	
May - October	\$ 0.03656
November – April, First 1500 kWh	\$ 0.03656
November – April, 1501-5000 kWh	\$ 0.06083
November – April, >5000 kWh	\$ 0.13550

**SC 2 Small Commercial**

Customer Charge	\$ 5.39
Energy Charge, per kWh.	
May - October	\$ 0.04923
November – April	\$ 0.06220

**SC 3 Large Commercial**

Demand Charge, per KW	\$ 6.47
Energy Charge, per kWh.	\$ 0.02248

**SC 4 Industrial**

Demand Charge, per KW	\$ 5.93
Energy Charge, per kWh.	\$ 0.03161

**SC 5 Security Lights**

Per month, per unit of:

175 Watt Mercury	\$ 10.49
150 High Pressure Sodium	\$ 9.44
250 High Pressure Sodium	\$ 16.43
400 Watt Mercury	\$ 23.07
400 High Pressure Sodium	\$ 24.94

**SC 6 Street Lighting**

Facility Charge, per lamp/per month	\$ 4.41
Energy charge, per kWh	\$ 0.02459

<sup>1</sup> Average annual purchased power adjustment (PPA) reflected in present and proposed rates.

**AGREEMENT FOR MAINTENANCE OF COUNTY ROADS**

**PARTIES**

**Essex County**

Address: 7551 Court Street, P.O. Box 217, Elizabethtown, NY 12932

Contractor: **Lake Placid Village, Inc.**

Address: 2693 Main Street, Lake Placid, NY 12946

**DATE: January 1, 2023**

***WITNESSETH:***

**1. WORK/SERVICES TO BE FURNISHED**

Contractor agrees to provide, perform and furnish to Essex County the work, labor, services, material and/or equipment more fully described and set forth in Appendix A annexed hereto and made a part hereof.

**2. CONTRACT PRICE**

Contractor agrees to accept, and Essex County agrees to pay to Contractor, the contract price set forth in Appendix B annexed hereto and made a part hereof.

**3. CONTRACT TERM**

The term of this agreement is from January 1, 2023 through December 31, 2023.

**4. CONTRACT TERMS & CONDITIONS**

The parties hereto agree that the following terms and conditions are included in, a part of, and incorporated into this agreement:

- ☒ Insurance Requirements – Appendix C  
☒ Essex County Standard Clauses – Appendix D

In the event that there is a conflict between Essex County's Insurance Requirements and Essex County's Standard Clauses and any Contractor's proposal, the terms and conditions of the Essex County Insurance Requirements and Essex County Standard Clauses shall supercede and apply.

**5. NOTICES**

Notices or communications are to be given or directed to either party at its address specified in this agreement, or to such other addresses as either party may from time to time designate by written notice to the other party.

**6. ENTIRE AGREEMENT**

This agreement, including the Appendices referred to hereinabove, constitutes the entire agreement between the parties; and there are no other agreements, either written or oral, between the parties pertaining to the work/services or the funds encompassed by this agreement.

**IN WITNESS WHEREOF** this agreement has been executed by the parties hereto to be effective as of the date set forth above.

**ESSEX COUNTY**

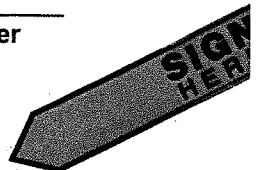
By: \_\_\_\_\_  
Michael Mascarenas, County Manager

**DEPARTMENT OF PUBLIC WORKS,**

By: \_\_\_\_\_  
James Dougan, Superintendent

**LAKE PLACID VILLAGE, INC.,**

By: \_\_\_\_\_  
Art Devlin, Mayor



**APPENDIX A**  
**DESCRIPTION OF SERVICES**

Pursuant to the provisions of Highway Law §§117 and 133-a, Lake Placid Village, Inc. agrees to perform general maintenance services County Roads within and adjacent to said Village to the extent necessary to provide reasonable and safe passage and movement of vehicles over such County Roads, all as may be agreed upon by the County Superintendent of Public Works and the Village Highway Superintendent. The Village agrees that in providing and performing such services, the Village shall furnish and/or make available to the County adequate, trained and experienced employees to perform such work, as well as provide all necessary equipment, tools and materials, for the proper performance of this agreement; and such services and work shall be performed according to customary and approved standards and practices so as to accomplish the obligation imposed upon the County with respect to maintenance of County Roads.

All persons employed by Lake Placid Village, Inc. in the performance of this agreement shall be employees of Lake Placid Village, Inc. for purposes of the payment of wages, wage deductions, unemployment insurance benefits, social security coverage, retirement membership or credits, and liability for workers' compensation.

The parties hereto mutually agree that when working on County Roads, Lake Placid Village, Inc. shall:

- a. Periodically inspect County Roads.
- b. Be wholly responsible for maintaining their own machinery and equipment in a serviceable condition.
- c. Furnish at their own expense all materials, fuel, etc. needed -for the proper maintenance and operation of their own machinery and equipment.
- d. Furnish operators for machinery and equipment when applicable and available, and provide additional manpower as needed and requested.
- e. Furnish incidental small tools as required on the project, whenever available and requested.
- f. Equip all machinery and equipment with the proper hazard signs, warning devices, and lights as required by law, and these warning devices will be used whenever the vehicle is being operated.
- g. Mark all projects with the proper warning lights, signs, and barricades, and provide flaggers and flagging equipment when needed, all in compliance with the New York State Manual of Uniform Traffic Control Devices.
- h. Perform all work in a workmanlike manner, satisfactory to, and as directed by, the Superintendent of Public Works of the municipality having jurisdiction over the road where the work is being done, or by a competent representative designated by said Superintendent.

***APPENDIX B***  
**COST OF SERVICES**

The County agrees to compensate Lake Placid Village, Inc. based upon actual costs of the Village to provide and perform the services and work authorized hereunder. Payment to Lake Placid Village, Inc. shall be made only after submission by Lake Placid Village, Inc. to the County Superintendent of Public Works of an itemized bill and properly completed County voucher and approval thereof by both the County Superintendent and County Auditor. All work time is to be substantiated by properly executed daily reports, or approved time books or cards. Lake Placid Village, Inc. shall also furnish information, in form and content satisfactory to the County Superintendent, showing where Lake Placid Village, Inc. equipment was used and the amount chargeable therefor.

**APPENDIX C**  
**INSURANCE REQUIREMENTS - PUBLIC WORKS CONTRACTORS**

I. The Contractor and each of its subcontractors shall procure and maintain during the entire term of the contract the following required insurance:

→ **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.

→ **Automobile Liability**

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

→ **Workers' Compensation**

Statutory Workers' Compensation and Employers' Liability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by New York State Workers' Compensation Board. ACORD certificates are not acceptable.

→ **Owners & Contractors Protective Liability Insurance**

\$2,000,000 per occurrence / \$2,000,000 aggregate, with the County as the named insured.

→ **Excess/Umbrella Liability Insurance**

\$1,000,000 per occurrence / \$2,000,000 aggregate.

→ **Builders Risk Insurance of Installation Floater (When Required)**

Coverage shall be on a direct risk of loss basis in the amount of \$ \_\_\_\_\_. The County shall be an additional insured, as their interest may apply.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County as:

→ an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies; and

→ a named insured on the Owners & Contractors Protective Liability Insurance policy.

III. The policy/policies of insurance furnished by the Contractor shall:

→ be from an A.M. Best rated "A" New York State licensed insurer rated "Secure" or better authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the County; and

→ contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles and self insured retentions.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VIII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County, its Board, employees and volunteers shall be listed as an additional insured on a primary and non-contributory basis. Additional insured status shall be provided by standard or other endorsements that extend coverage to the County for both ongoing and completed operations. The decision to accept



an endorsement rests solely with the County. A complete copy of the endorsements must be attached to the certificate of insurance.

X. The certificate of insurance must describe the specific services provided by the Contractor (e.g. roofing, carpentry, plumbing) that are covered by the liability policies.

XI. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 2014/05) must be included with the certificates of insurance.

XII. At the County's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.

XIII. The County is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the County but also NYMIR, as the County's insurer.

XIV. All Contractors Subcontractors shall comply with these provisions and shall list the County as additional insured on a primary and non-contributory basis.

## **APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS**

### **1. Independent Contractor Status**

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

### **2. Contractor To Comply With Laws/Regulations**

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

### **3. Licenses, Permits, Etc.**

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

### **4. Termination**

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

### **5. Defense & Indemnification**

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law from and against any and all liability, suits, judgments, orders, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with the Contractor's negligence and/or its performance or failure to perform this agreement

### **6. Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. **Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Damage/Injury To Persons & Property**

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor 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") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor 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 County 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: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. **Claims For Payment**

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
  - (1) an invoice detailing the claim,
  - (2) copies of all documentation supporting the claim,
  - (3) a properly completed County standard voucher, which includes
    - (i) the County contract number under which payment is being claimed, **AND**
    - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. *[Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons*

*why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*

- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.

11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the County.

12. **Executory Clause**

The County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that

all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;

- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in the Essex County Supreme Court or any other court of competent jurisdiction within Essex County, New York.

16. **Non-Assignment**

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

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

19. **County's Rights of Set-Off**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the County with regard to this contract, any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the County Board of Supervisors or its designated representative.

20. **Contractor Defined**

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

21. **Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

22. **Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

23. **Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

(a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.

- (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
- (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
- (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
- (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
- (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(b) **Obligations and Activities of Contractor.**

Contractor agrees to:

- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in

violation of the requirements of this Agreement;

(4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;

(5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;

(6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;

(7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;

(8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;

(9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;

(10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

(1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or

(2) provided that such use or disclosures are required by law; or

(3) Contractor

(A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,

(B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and

(C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or

(4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or

(5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

(1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;

(2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or

(3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

(1) either:

(A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or

(B) immediately terminate this Agreement if cure is not possible; and

(2) report the violation to the Secretary.

(i) Miscellaneous.

(1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.



(3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.

(4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. **Severability**

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. **Entire Agreement**

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.

27. In addition to those items required at Paragraph 10 of this Appendix, as conditions for payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge form in the form attached hereto and made a part hereof. All final accompanied by a Contractor and Sub-Contractor Final Payment Waiver, Release and Discharge as in the form attached hereto and made a part hereof. As well as a Contractor Affidavit relative to final payment, a copy of which is attached hereto and made a part of this contract.

28. **Cooperative Purchasing (Piggybacking)**

Pursuant to General Municipal Law §103 and County Law §408-a, any political sub-division or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggyback) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and conditions under this contract are extended to other political sub-divisions and governmental entities.

Purchases under this contract by any other political sub-division other than Essex County shall be pursuant to the terms and conditions of Resolution No. 207 of 2013 dated July 1, 2013.

29. **New York State Sexual Harassment Laws**

Contractor certifies as to its self or its own organization, under penalty of perjury, that Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

**LEASE AGREEMENT**

**THIS AGREEMENT** made as of this 1st day of January, **2023**, by and between:

**ESSEX COUNTY BOARD OF ELECTIONS**, a County Board of Elections ("CBOE") existing under and by virtue of the Laws of the State of New York, having its principal offices located at 7551 Court Street, Elizabethtown, New York 12932, hereinafter referred to as "Lessee"; and

**LAKE PLACID VILLAGE, INC.**, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices located at 2693 Main Street, Suite 204, Lake Placid, NY 12946 ("Municipality"), hereinafter referred to as "Lessor".

**WITNESSETH:**

**WHEREAS**, the parties hereto are desirous of entering into a Lease whereby the Lessee will lease from the Lessor as and for a polling site for **Early Voting** for **2022** property herein described; and

**NOW, THEREFORE**, in consideration of \$1.00 per each election event, lawful money of the United States of America and other good and valuable consideration and of the mutual covenants and promises hereinbelow contained, the parties hereto do hereby agree as follows:

1. Lessor does hereby grant, demise and lease a part of the building located at 31 Parkside Drive, Lake Placid, NY 12946 being the David H. Ackerman room to the Essex County Board of Elections for the conduct of **Early Voting** for the year **2023** on the following dates or as otherwise scheduled, to wit:

(a) Primary Election Early Voting: June 17, 2023 through June 25, 2023;

Hours to be provided in advance to Lessor. Hours are set by NYS Law.

(b) General Election Early Voting: October 28, 2023 through November 5, 2023;

Hours to be provided in advance to Lessor.

2. The Lessee shall hold harmless and shall defend and indemnify Lessor, its officers, agents and employees, from any and all liability imposed on the Lessor, its officers, agents and/or employees arising from the damages and injuries by third parties caused by acts, omissions, negligence, active or passive, of the Lessee.

3. The Lessor shall hold harmless and shall defend and indemnify Lessee, its officers, agents and employees, from any and all liability imposed on the Lessee, its officers, agents and/or employees arising from the damages and injuries by third parties caused by acts, omissions, negligence, active or passive, of the Lessor.

4. Adequate space and set up of tables and chairs for the inspectors and the public must be provided. A minimum of two tables and ten chairs in the polling place shall be made available by Lessor.

5. Lessor shall provide adequate heat, light (both inside and outside) and electricity.
6. Lessor shall provide the County Board of Elections with reasonable advance access to the polling site to permit the delivery of polling equipment and the removal of polling equipment.
7. Lessor shall notify the County Board of Elections in advance of any scheduled events that may require special arrangements.
8. The County Board of Elections shall not commence services under this Lease until it has obtained all insurance required under this Paragraph and such insurance has been approved by Lessor:

(A) General Liability and Property Damage Insurance: Essex County shall take out and maintain during the life of this Contract such General Liability and Property Damage Insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this Lease. The amount of such insurance shall be as follows: (i) General Liability Insurance in an amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,00,000.00 on account of any one occurrence; (ii) Property Damage Insurance in an amount not less than \$300,000.00 for damage on account of all occurrences.

Lessee shall furnish the above insurances to the Lessor and shall also name the Lessor as an additional named insured on said policies.

9. This Agreement is governed by the laws of the State of New York.
10. This Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.

**IN WITNESS WHEREOF**, Lessor has caused its corporate seal to be affixed hereto and these presents to be signed by Art Devlin, Mayor, its duly appointed to do so and to be attested to by its Clerk and the Essex County Board of Elections, through the County of Essex, has caused its corporate seal to be affixed hereto and these presents to be signed by its County Manager the day and year first above written.

**LAKE PLACID VILLAGE INC.,**

By: \_\_\_\_\_  
Art Devlin, Mayor

**ESSEX COUNTY ACTING ON BEHALF OF  
ESSEX COUNTY BOARD OF ELECTIONS,**

By: \_\_\_\_\_  
Michael Mascarenas, County Manager

*Ready to Protect*



*Proud to Serve*

## Lake Placid Police Department Memorandum



**DATE:** February 14, 2023

**TO:** Mayor Devlin

**FROM:** Chief C. P. Dobson

A handwritten signature in black ink, appearing to be "C. P. Dobson", written over a horizontal line.

**SUBJECT:** Matthew Ross Hire

Mayor, I am writing this memo as a request to hire Matthew Ross as a part-time Police Officer. Matthew is a retired New York State Trooper with extensive law enforcement training and experience. Matthew has successfully completed pre-employment screening including medical, drug and psychological testing. Due to his experience, I propose that we hire Matthew at a rate of \$26.00 an hour for day shift and \$27.00 for night shift.

I would also propose that we adjust part-time Police Officer Charles Potthast to the same rate of pay, which is currently at \$25.59 an hour for day shift and \$26.29 an hour for night shift. Officer Potthast has been at his current hourly rate since February of 2020.

## **APPOINTMENT OF INSPECTORS FOR VILLAGE ELECTION**

To appoint the following individuals to act as Election Inspectors for the Village Election to be held on Tuesday, March 15, 2023 from noon to 9:00 pm in the Town Hall Building at 2693 Main Street, Lake Placid, NY.

Inspectors:	Denise Fredericks	Margaret Draper
	Rose VanWormer	Mary Merrill

Election Inspectors will be paid \$14.20 per hour

This resolution shall take effect immediately.



# Lake Placid Village, Inc.

## Request to Attend Event/Training

Date Submitted: 2/17/23 (Submit no later than the Thursday before the Board Meeting)

Name of Attendee(s): Kimball Daby, Mark Pratt, Stuart Spotts, Zachary Ford

Event/Training: MEUA Engineering Workshop

Date(s): 3/9 - 3/10/22

Location: Syracuse

Cost per Attendee: \$80 Total Cost for Attendance: \$1,912

Total Cost of Lodging for all Attendees (if required): \$1,272

Meal Per Diem Required: (List all meals needed that are not provided by the Event/Training):  
(Breakfast - \$10.00; Lunch - \$15.00; Dinner - \$25.00) Lunch and dinner 3/8, dinner 3/9, and

Lunch 3/10. Total Per Diem: \$ 320.00

Travel Dates/Time Required: Half a day on 3/8 and 3/10

Is this Required for Licensing or Certification? ☐ Yes ☒ No

Explain: \_\_\_\_\_

Describe Benefits to the Village: Stay current on work methods, and new products.

**NOTE: MUST ATTACH AGENDA AND/OR TRAINING COURSES OFFERED**

Attendee(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Attendee(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

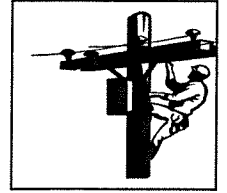
### **For Office Use Only**

Board Approved: ☐ Board Denied: ☐

\_\_\_\_\_  
Village Clerk Date: \_\_\_\_\_

Dept. Head Approval: Kimball F. Daby Date: 2/17/23

(Phone) 315-453-7851 (fax) 315-453-7849 (Email) [info@meua.org](mailto:info@meua.org) (web site) [www.meua.org](http://www.meua.org)



*March 9<sup>th</sup> and 10<sup>th</sup>, 2023*

**March 9<sup>th</sup> 2023**

**March 10<sup>th</sup> 2023**

11:45 - 12:00pm **DOOR PRIZE GIVE AWAY, MUST BE PRESENT TO WIN**



# Lake Placid Village, Inc.

## Request to Attend Event/Training

Date Submitted: 2/17/23 (Submit no later than the Thursday before the Board Meeting)

Name of Attendee(s): Zachary Ford

Event/Training: Champlain Valley Educational Services: CDL "B", 30-Hour Training Program

Date(s): TBD

Location: Plattsburgh

Cost per Attendee: \$2,434 Total Cost for Attendance: \$2,434

Total Cost of Lodging for all Attendees (if required): \_\_\_\_\_

Meal Per Diem Required: (List all meals needed that are not provided by the Event/Training):  
(Breakfast - \$10.00; Lunch - \$15.00; Dinner - \$25.00) \_\_\_\_\_

\_\_\_\_\_ Total Per Diem: \$ \_\_\_\_\_

Travel Dates/Time Required: Two hours a day for six days.

Is this Required for Licensing or Certification? ☒ Yes ☐ No

Explain: Required to get a CDL.

Describe Benefits to the Village: Being able to drive commercial vehicles for the Village.

**NOTE: MUST ATTACH AGENDA AND/OR TRAINING COURSES OFFERED**

Attendee(s) Signature Zachary Ford Date: 2.17.23

Attendee(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

### For Office Use Only

Board Approved: ☐ Board Denied: ☐

Village Clerk \_\_\_\_\_ Date: \_\_\_\_\_

Dept. Head Approval: [Signature] Date: 02.17.23





# CV-TEC

## Workforce & Adult Education



### Commercial Drivers License (CDL) Class "B" 30-Hour Tractor Trailer Training Program (Must be 18 Years of Age or Older to Register)

#### Features:

- 30 Hours "Cab" Time
- Instructor-Student Ratio: 1:1
- Tuition: \$2,394 (\*Tuition change on 7/1/23)
- Textbook: \$40.00
- Emphasis on Driving Skills
- Course Length: 3-4 Weeks
- Year-Round, Rolling Admission
- Cab Time Arranged by Appointment
- CDL Class B Permit & Ability to Drive a Standard Shift Vehicle Required Prior to Admission
- DOT Physical & Drug Test Required Upon Enrollment
- Instructor Assistance in Planning Testing Arrangements
- Financial Assistance Available for Qualified Adults
- Classes Meet at CV-TEC (Satellite Campus)

#### Topics:

- Introduction to the Commercial Vehicle
- Control Systems
- Vehicle Inspections
- Basic Control (Starting Engine; Mirror Use; Clutching & Shifting; Vehicle Motion & Stopping; Straight-line Backing; Turning)
- Proficiency Development (Basic Control; Safe Operating Procedures; Visual Search; Communication; Speed Management; Space Management; Night Driving; Lane Changing; Passing; Merging; Exiting; Turning; Parking)
- Advanced Operating Procedures (Hazard Perception; Emergency Maneuvers)
- Street Driving: Proficiency Development
- Road Test



"Launch Your Career"



# CV-TEC

COMMERCIAL DRIVERS LICENSE (CDL) PROGRAM

Call:

CV-TEC Office (518) 561-0100 x240



# LAKE PLACID VILLAGE, INC.

## RESCINDING PRIVATE ROAD NAME

**Resolution #\_\_-2023**

On motion by Trustee \_\_\_\_\_ seconded by Trustee \_\_\_\_\_, the Board duly resolved as follows:

To rescind Resolution #17-2021 which approved the Village portion of an access road built on Alice Miller's property to be named Miller's Way, due to lack of proper procedure for naming a private road.

Dated: February 21, 2023

---

Anita A. Estling  
Village Clerk

# LAKE PLACID VILLAGE, INC.

2693 Main Street, Lake Placid, New York 12946

Phone: 518-523-9952, Fax: 518-523-1362

[www.villageoflakeplacid.ny.gov](http://www.villageoflakeplacid.ny.gov)

## AFFIDAVIT #13 2022-2023

We, the undersigned, acting as a Board of Auditors to the Village of Lake Placid, NY  
do approve that the Village Treasurer is authorized to issue checks as per the presented  
and approved Warrant and is also authorized to make the following transfers as listed

Below based on the warrants approved at the Board Meeting on **February 21, 2023**

**Checks and bank drafts for 02/07/23-02/21/2023 for Fiscal Year 2022-2023:**

**Check #'s 62703-62765**

<b><u>TOTAL WARRANT OF ITEMS PRESENTED</u></b>	\$	<b>368,296.42</b>
PLUS: UTILITY REFUND CKS =	\$	0.00
<b>TOTAL WARRANT AND REFUNDS</b>	\$	<b>368,296.42</b>
CREDIT – LISTED FUND CASH ACCOUNT		
GENERAL (A1) FUND: A1-0001-0200	-\$	175,275.02
HUD REVOLVING LOAN (CM) 0001-0200	-\$	0.00
ELECTRIC (EE) FUND: EE-0001-0200	-\$	42,578.97
WATER (FX) FUND: FX-0001-0200	-\$	5,353.94
SEWER (G3) FUND: G3-0001-0200	-\$	32,997.21
CAPITAL (H8) FUND: H8-0001-0200	-\$	112,091.28
TRUST & AGENCY (TA): TA-0001-0200	-\$	0.00

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

\_\_\_\_\_, Mayor

\_\_\_\_\_, Trustee

\_\_\_\_\_, Trustee

\_\_\_\_\_, Trustee

\_\_\_\_\_, Trustee

Audit Review by: \_\_\_\_\_, Board Member Date: \_\_\_\_\_

Attest: \_\_\_\_\_, Village Clerk

**WHEREAS**, the Lake Placid Central School District is a Community School, dedicated to providing a rich educational and social environment for students and families in concert with our community partners;

**WHEREAS**, the Lake Placid Central School District wishes to acknowledge the generosity and support of our community partners involved with the 2023 Mac Pac program who exemplify the District's Vision Statement of a school community that is United, Engaged, and Empowered;

**WHEREAS**, the Mac Pac program provided World-Class enrichment opportunities to 164 students residing in the Village of Lake Placid, Town of North Elba, and Town of Wilmington during the week of January 16, 2023;

**WHEREAS**, the Mac Pac program provided critical child care services to families of the Lake Placid Central School District during the 2023 FISU World University Games;

**THEREFORE, BE IT RESOLVED**, that the Board of Education hereby expresses its gratitude to the Lake Placid Public Library, Adirondack Sports Council, Town of North Elba, Village of Lake Placid, Cloudsplitter Foundation, Uihlein-Ironman Sports Fund, Adirondack Community Church, North Elba Local Enhancement and Advancement Fund (LEAF), Generous Acts at Adirondack Foundation, and the Olympic Regional Development Authority (ORDA) for their dedication to the students and families of the Lake Placid Central School District.

*Motion made by Daniel Marvin and seconded by Douglas Lansing.*

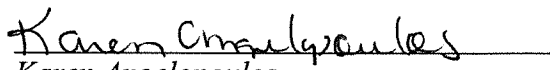
Yes – 7

No - 0

Abstain – 0

Absent – 0

*Motion passes.*

  
Karen Angelopoulos  
Clerk of the Board of Education

*Dated: 2-7-2023*

I wanted to personally thank  
you for providing the Mac Pac  
Program funding of \$12,500.00.  
This funding afforded the unique  
opportunities for our community  
students during the FISU Games.  
They created great memories to  
last a lifetime.

Thank you,

Juicia Freshman