

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
39 MAIN STREET SARANAC LAKE NY
MEETING AGENDA 5:30PM
Monday, November 23, 2020
Roberts Rules of Order will be in Effect for this Meeting**

<https://us02web.zoom.us/j/85194994457?pwd=bEFsanZFODVQMmVqQmRBMzFqTIRzUT09>

Meeting ID: 851 9499 4457
Passcode: 646550
One tap mobile
+16468769923,,85194994457# US (New York)

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. PUBLIC HEARING – Volunteer Fire Contract

D. AUDITING:

- a. Pay Vouchers
- b. Approve Minutes 11-9-2020

E. PUBLIC COMMENT

F. CORRESPONDENCE: Memo Village Treasurer regarding Village Tax and District Water/Sewer Relevies

G. ITEMS FOR BOARD ACTION

BILL	114	2020	Authorize Volunteer Fire Contract
BILL	115	2020	Authorize Bid for UV Disinfection Project
BILL	116	2020	Development Board Appointment Donna Difara and CJ Hagmann
BILL	117	2020	Hire MEO Timothy Reyell

H. OLD BUSINESS:

I. NEW BUSINESS:

J. EXECUTIVE SESSION: Proposed pending or current litigation

K. MOTION TO ADJOURN:

RULES FOR PUBLIC HEARING COMMENTS AND

PUBLIC COMMENT PERIOD OF MEETINGS

- 1. Anyone may speak to the Village Board of Trustees during the public comment period of a public hearing or the public comment period of the meeting.**
- 2. As a courtesy we ask each speaker to give their name and village resident or not.**
- 3. Each speaker must be recognized by the chairperson before speaking.**
- 4. Individual public comment is limited to 3.5 minutes and may be shortened by the meeting chairperson.**
- 5. When a meeting is attended by a group of people who share the same or opposing views on a public comment topic, the chair may require that the group(s) designate not more than two spokespersons and limit the total time public comment to 2.5 minutes for each point of view or side of an issue.**
- 6. Individual time may not be assigned/given to another.**
- 7. A public hearing is meant to encourage resident comment and the expression of opinion, not a direct debate, nor should a commenter be intimidated by a village board rebuttal, therefore public hearings are limited to public comment and should a village response be asked by individuals the response shall be generally given after the public hearing during the village board regular meeting, or subsequently, by telephone or letter, unless factual in nature where the facts are fully known by staff, in which case a village official may respond.**
- 8. All remarks shall be addressed to the board as a body and not to any individual member thereof.**
- 9. Interested parties or their representatives may address the board at any time by written or electronic communications.**
- 10. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.**

Please note- During the course of regular business, discussion and commentary is limited to board members and village staff only. We ask for this courtesy, for the board and staff to conduct their business and discussion without interruption. All village board members and staff are available after the conclusion of a meeting for one on one discussion.



Capital of the Adirondacks™

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

The Saranac Lake Village Board of Trustees will hold a public hearing Monday, November 23, 2020, 5:30 PM in the Auditorium of the Harrietstown Town Hall 39 Main Street Saranac Lake NY 12983.

The public hearing is for the Volunteer Fire Contract. A copy of the contract may be found at www.saranaclakeny.gov or by visiting the village office at 39 Main Street Saranac Lake NY.

AGREEMENT

THIS AGREEMENT, made effective the 1st day of January 2021,

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

and

SARANAC LAKE VOLUNTEER FIRE COMPANY, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New York with principal offices located at Broadway, Saranac Lake, New York (hereinafter designated as the "Fire Company"). Contract to be in place and fully in effect from January 1, 2021 thru December 31, 2021.

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, a public hearing has been held pursuant to Village Law 4-412(9)(b) following proper notice as required thereby; and

WHEREAS, the Village and the Fire Company desire to set forth their respective rights and responsibilities relative to the operation of the Village's Fire Department and the furnishing of (a) fire protection and emergency services within the corporate limits of the Village and (b) fire protection and emergency rescue in the town fire protection districts with which the Village contracts for such services.

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

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

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

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

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

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

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

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

(b) Provide communications equipment and dispatching facilities;

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

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

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

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

(d) As part of the consideration paid by the Village to the Fire Company under this Agreement, in addition to the cash payment to be made, and in furtherance of a proper Village purpose, this Agreement includes the value of the Village providing regular maintenance and repairs to all fire department and Fire Company vehicles, apparatus and equipment including

but not limited to annual hose testing, ladder testing, air pack servicing/inspection and extrication tools servicing/inspection.

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

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

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

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

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

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

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

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

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

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

7. This agreement shall expire at the end of the day of December 31, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

FOR: **VILLAGE OF SARANAC LAKE**

BY: _____
ITS: _____

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

BY: _____
ITS: _____

REGULAR MEETING OF THE BOARD OF TRUSTEES
Monday, November 9, 2020

Meeting was held in the Harriestown Townhall Auditorium with seating capacity for 50 people with social distancing and the wearing of masks.

Everyone stood for the pledge of allegiance lead by Trustee Catillaz.

ROLL CALL FOR REGULAR MEETING: Present: Mayor Clyde Rabideau
Trustees: Thomas Catillaz, Richard Shapiro, Zelda Newman and Melinda Little.
Staff also present: Village Manager, John Sweeney, Village Clerk Kareen Tyler, Deputy Clerk/Treasurer Lidia O'Kelly, Community Development Director, Jamie Konkoski, Development Code Administrator, Paul Blaine and Village Treasurer, Elizabeth Benson

PUBLIC HEARING: Development Code Amendment- Proposed additions to Development Code Section 106.6 Ambulance Service and Fire Department

No one made comment

AUDITING:

Chair Rabideau called for a motion to approve payment for the 2021 budget \$607,886.38 voucher number 11045213 to 11045312 complete detail of these vouchers is attached and made part of these minutes.

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Little: yes, Newman: yes, Shapiro: yes

Chair Mayor Rabideau called for a motion to approve minute of October 26, 2020.

Motion: Catillaz Second: Little

Roll Call: Catillaz: yes, Little: yes, Newman: yes, Shapiro: yes

CORRESPONDENCE: October Police Report, Climate Smart Community Task Force Progress Report, Memo regarding ACAB Mural Project from Community Development Director Jamie Konkoski.

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

Motion: Little Second: Shapiro

Roll Call: Catillaz: yes, Little: yes, Newman: yes, Shapiro: yes

PUBLIC COMMENT PERIOD:

David Lynch, Village Resident, suggested the village board go back to ZOOM meetings with the rise in COVID 19 cases in the area.

Erin Griffin, Climate Smart Task Force Coordinator, reviewed the task force progress report that is attached and made part of these minutes.

Bill 112-2020 Call for a Public Hearing for the Volunteer Fire Contract

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

Chair Mayor Rabideau called for a motion.

Motion: Catillaz Second: Shapiro

Roll Call: Catillaz: yes, Little: yes, Newman: yes, Shapiro: yes

Bill 113-2020 Authorize the Town Fire Contracts- Town of St. Armand, Town of Harrietstown and the Town of North Elba

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Little: yes, Newman: yes, Shapiro: yes

OLD BUSINESS: no old business

NEW BUSINESS: no new business

EXECUTIVE SESSION:

Chair Rabideau called for a motion to enter into executive session for the proposed acquisition/sale/lease of real property when publicity might affect value.

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Little: yes, Newman: yes, Shapiro: yes

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

Motion: Shapiro Second: Catillaz

Roll Call: Catillaz: yes, Little: yes, Newman: yes, Shapiro: yes

No action taken on matters discussed in executive session

MOTION TO ADJOURN

Chair Mayor Rabideau called for a motion.

Motion: Catillaz Second: Little

Roll Call: Catillaz: yes, Little: yes, Newman: yes, Shapiro: yes

Respectfully submitted,
Kareen Tyler, Village Clerk



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

MEMORANDUM

To: John Sweeney, Village Manager
Village Board of Trustees

From: Elizabeth Benson, Village Treasurer

Date: November 13, 2020

Re: Village Tax & Water/Sewer Relevies

Below are the current amounts of unpaid Village Taxes and Water/Sewer rents for districts outside the Village. Lists have been sent to the County Treasurers for relevy.

Village Taxes – Including Penalties – Unpaid

Harriestown:	\$303,599.47
North Elba:	\$ 86,142.60
St. Armand:	<u>\$ 6,490.15</u>
Total:	\$396,232.22

Water/Sewer District Rents – Including Penalties – Unpaid

Harriestown:	\$ 27,637.38
North Elba:	\$ 5,954.93
St. Armand:	<u>\$ 559.86</u>
Total:	\$ 34,150.17

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

SUBJECT: Approve Volunteer Fire Agreement

11-23-2020

DEPT OF ORIGIN: Village Manager

BILL # 14- 2020

DATE SUBMITTED:

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED \$

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

Approve Volunteer Fire Agreement

MOVED BY: SECONDED BY:

VOTE ON ROLL CALL:

MAYOR RABIDEAU

TRUSTEE CATILLAZ

TRUSTEE LITTLE

TRUSTEE NEWMAN

TRUSTEE SHAPIRO

AGREEMENT

THIS AGREEMENT, made effective the 1st day of January 2021,

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

and

SARANAC LAKE VOLUNTEER FIRE COMPANY, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New York with principal offices located at Broadway, Saranac Lake, New York (hereinafter designated as the "Fire Company"). Contract to be in place and fully in effect from January 1, 2021 thru December 31, 2021.

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, a public hearing has been held pursuant to Village Law 4-412(9)(b) following proper notice as required thereby; and

WHEREAS, the Village and the Fire Company desire to set forth their respective rights and responsibilities relative to the operation of the Village's Fire Department and the furnishing of (a) fire protection and emergency services within the corporate limits of the Village and (b) fire protection and emergency rescue in the town fire protection districts with which the Village contracts for such services.

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

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

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

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

but not limited to annual hose testing, ladder testing, air pack servicing/inspection and extrication tools servicing/inspection.

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

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

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

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

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

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

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

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

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

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

7. This agreement shall expire at the end of the day of December 31, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

FOR: VILLAGE OF SARANAC LAKE

BY: _____
ITS: _____

FOR: SARANAC LAKE VOLUNTEER FIRE COMPANY, INC

BY: _____
ITS: _____

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
BID UV DISINFECTION PROJECT**

SUBJECT: Bid UV Disinfection Project

FOR AGENDA: November 23, 2020

DEPT OF ORIGIN: Village Manager

BILL # 115-2020

DATE SUBMITTED: November 11, 2020

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0.00
\$0.00

AMOUNT
BUDGETED: EFC Funding 05-09

APPROPRIATION
REQUIRED:

**SUMMARY STATEMENT
RECOMMENDED ACTION**

Authorize bid release for UV Disinfection Project.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE NEWMAN _____

TRUSTEE SHAPIRO _____

TRUSTEE CATILLAZ _____

RESOLUTION TO BID

WHEREAS, the Village of Saranac Lake has been working with engineering firm AES Northeast on the Waste Water Treatment Plant UV DISINFECTION PROJECT, and

WHEREAS, the Village of Saranac Lake has reviewed plans for the UV DISINFECTION PROJECT with AES Northeast, and

WHEREAS, the Village Trustees do hereby approve the bidding process and request that AES Northeast begin the bidding process immediately for the above-mentioned project to begin as soon as possible;

THEREFORE BE IT RESOLVED that the Village Trustees hereby authorize AES Northeast to prepare and release final bid documents for the UV DISINFECTION PROJECT.

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

SUBJECT: DEVELOPMENT BOARD

Date: 11-23-20

DEPT OF ORIGIN: Mayor Clyde Rabideau

Bill: 116 2020

DATE SUBMITTED: 11-16-20

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution to appoint Donna Difara as Chairperson and CJ Hagmann as full member of the Development Board

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL :

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE NEWMAN _____

TRUSTEE SHAPIRO _____

TRUSTEE CATILLAZ _____

RESOLUTION FOR DEVELOPMENT BOARD APPOINTMENTS

WHEREAS, the Development Board has a Chairperson and full member vacancy; and

WHEREAS, the Village of Saranac Lake Board of Trustees desires to fill the positions.

NOW, THEREFORE, BE IT RESOLVED THAT,

- (1) The Village of Saranac Lake Board of Trustees appoints Donna Difara as Chairperson of the Development Board.
- (2) The Village of Saranac Lake Board of Trustees appoints CJ Hagmann to the Development Board as a full member for a term that is to expire April 2023.

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

SUBJECT: Hire Timothy Reyell as MEO

11-23-2020

DEPT OF ORIGIN: Village Manager

BILL # 117-2020

DATE SUBMITTED: _____

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED \$

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

Authorize Village Manager to hire Timothy Reyell as Motor Equipment Operator

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU

TRUSTEE CATILLAZ

TRUSTEE LITTLE

TRUSTEE NEWMAN

TRUSTEE SHAPIRO

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO HIRE
TIMOTHY REYELL TO THE POSITION OF MOTOR EQUIPMENT OPERATOR (MEO)
WITHIN THE DEPARTMENT OF PUBLIC WORKS (DPW)

WHEREAS, the Village currently has an open position of a Motor Equipment Operator and,

WHEREAS, the Village of Saranac Lake is committed to maintaining a full staff and,

WHEREAS, the Village of Saranac Lake submitted Timothy Reyell's application to Franklin County Civil Service and it was approved and,

WHEREAS, Dustin Martin is recommending Timothy Reyell to this position and,

WHEREAS, this position is a member of the Teamsters Union and will begin with all the benefits of a starting union member and,

NOW, THEREFORE BE IT RESOLVED, authorization is given to the Village Manager to hire Timothy Reyell for a Motor Equipment Operator position.