

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
REGULAR MEETING AGENDA 5:30PM
Monday June 24, 2019
Roberts Rules of Order will be in Effect for this Meeting**

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. AUDITING

- a. Pay Vouchers
- b. Approve Minutes 6-10-2019

D. PUBLIC COMMENT PERIOD

E. CORRESPONDENCE-

F. ITEMS FOR BOARD ACTION

BILL	80	2019	Administration Raise
BILL	81	2019	Authorize Contract with Ambulance Service
BILL	82	2019	Promote Leigh Wenske to Sergeant
BILL	83	2019	Authorize Village Manger to Hire Laborer/MEO

G. OLD BUSINESS

- Drainage Broadway
- Roosters-Village Code

H. NEW BUSINESS

I. ITEMS FOR DISCUSSION

J. 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 address.**
- 3. Each speaker must be recognized by the chairperson before speaking.**
- 4. Individual public comment is limited to 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 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.

REGULAR MEETING OF THE BOARD OF TRUSTEES
June 10, 2019

ROLL CALL FOR REGULAR MEETING: Present: Mayor Clyde Rabideau
Trustees: Richard Shapiro, Patrick Murphy and Melinda Little. Absent: Trustee Van Cott
Also present: Village Manager, John Sweeney, Village Treasurer, Elizabeth Benson, and Village Clerk, Kareen Tyler.

Everyone stood for the pledge of allegiance.

SPECIAL GUESTS: Ellen Rocco – retiring from National Public Radio was honored for her years of service with North Country Public Radio. She was present with a key to the Village of Saranac Lake.

PUBLIC HEARING- Community Block Grant

The project is part of the overall sanitary sewer replacement project, the sewer main on Payeville Lane is proposed to be replaced. For efficiency it is proposed that the water main be replaced, and the road be rebuilt. AES Engineering is working with the Village to apply for a new grant for the water main, road and a portion of the sanitary sewer main costs from the NYS Office of Community Renewal. The grant application is approximately \$930, 000 of the estimated \$1,200,000 project costs, the remaining of which is paid will be paid from the EFC sewer project.

Chair Mayor Rabideau opened the public hearing and asked for public comment.

No one made public comment.

Chair Mayor Rabideau closed the public hearing.

AUDITING:

Chair Rabideau called for a motion to approve payment for the 2019 Budget \$81,434.16 voucher number 11041532 to 11041604 and 2020 Budget \$179,916.12 voucher number 11041501 to 11041508 complete detail of these vouchers is attached and made part of these minutes.

Motion: Little Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott absent

Chair Mayor Rabideau called for a motion to approve minute of May 28, 2019 and June 3, 2019.

Motion: Shapiro Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott absent

PUBLIC COMMENT PERIOD

CORRESPONDENCE: Police Department May Report

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

Motion: Little Second: Murphy and Shapiro

Roll Call: Little yes Murphy yes Shapiro yes Van Cott absent

ITEMS FOR BOARD ACTION:

Bill 77-2019 Contract with Santore for 4th of July Fireworks

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Murphy

Roll Call: Little yes Murphy yes Shapiro yes Van Cott absent

Bill 78-2019 Hire Jacob O'Brien- Laborer

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

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Little

Roll Call: Little yes Murphy yes Shapiro yes Van Cott absent

Bill 79-2019 Appropriating CDBG Grants for School Fields

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

Chair Mayor Rabideau called for a motion.

Motion: Shapiro Second: Little

Roll Call: Little yes Murphy yes Shapiro yes Van Cott absent

MOTION TO ADJOURN

Motion: Murphy Second: Little and Shapiro

Roll Call: Little yes Murphy yes Shapiro yes Van Cott absent

Respectfully submitted, Kareen Tyler, Village Clerk

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

SUBJECT: Administrative Raises

FOR AGENDA OF 6-24-19

DEPT OF ORIGIN: Village Manager

BILL # 80-2019

DATE SUBMITTED: 6-19-19

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED: \$14,803.07	AMOUNT BUDGETED: \$	Yes	APPROPRIATION REQUIRED: \$
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SUMMARY STATEMENT

Authorize Administrative Raises for fiscal year 2020, as of June 1, 2019

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____

SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU

TRUSTEE LITTLE

TRUSTEE MURPHY

TRUSTEE SHAPIRO

TRUSTEE VAN COTT

**RESOLUTION FOR AUTHORIZATION ADMINISTRATIVE RAISES
FOR FISCAL YEAR 2020**

WHEREAS, The Village Board Authorize Administrative raises of 2% plus \$.17 for fiscal year 2020, effective June 1, 2019. The total amount of \$14,803.07 is included in the approved budget for the year.

NOW THEREFORE, BE IT RESOLVED, The Village Board authorizes the raises of 2% plus \$.17 for Administrative Staff, effective June 1, 2019.

AGREEMENT BETWEEN THE VILLAGE OF SARANAC LAKE AND THE SARANAC LAKE VOLUNTEER RESCUE SQUAD INC. FOR EMERGENCY MEDICAL AND TRANSPORT AMBULANCE SERVICES 2019-2020

This agreement, made as of the ____ day of _____, 2019 between the **VILLAGE OF SARANAC LAKE** (hereinafter “**THE VILLAGE**”), an organized municipal VILLAGE within the State of New York and the **SARANAC LAKE VOLUNTEER RESCUE SQUAD INC.** (hereinafter “**RESCUE SQUAD**”), a not-for-profit corporation organized and existing under the laws of the State of New York, With its office and principal place of business in the Village of Saranac Lake, State of New York.

In consideration of the mutual promises recited herein and the other good and valuable consideration **THE VILLAGE** does hereby contract with the **RESCUE SQUAD** to furnish pre-hospital emergency medical care and to provide transport ambulance services of the sick and injured within the borders of said **VILLAGE** subject to the following provisions:

1. TERM

This **AGREEMENT** shall be effective for a period of one year, from June 1, 2019 until May 31, 2020.

2. CONSIDERATION

In consideration of the provisions outlined in this agreement and as per the 2018-19 funding request submitted by the **RESCUE SQUAD** to **THE VILLAGE** on September 1, 2019 **THE VILLAGE** agrees to pay directly to the **RESCUE SQUAD** the sum of **\$40,907** for provision of services. The payment of the property tax levy (the contractual amount of \$40,907) shall be paid in a lump sum upon **THE VILLAGE’S** collection of sufficient tax receipts, but no later than the 1st of July 2019.

Failure to pay the contracted amount to the **RESCUE SQUAD** by July 1, 2019 will be considered a breach of this agreement and will result in the **RESCUE SQUAD** terminating service to **THE VILLAGE**.

3. **RESCUE SQUAD OBLIGATIONS**

A. The **RESCUE SQUAD** will provide pre-hospital Basic Life Support (BLS) and Advanced Life Support (ALS) medical services to both residents and non-residents for medical emergencies occurring within **THE VILLAGE** and will transport to an appropriate hospital facility as necessary. **RESCUE SQUAD** will be solely responsible for supplying, maintaining, and equipping ambulances and for providing sufficient and properly trained personnel for the provision of such BLS and ALS medical care and ambulance service while complying with the lawful mandates of the State of New York Department of Health and the Mountain Lakes Regional EMS Council for the operation of such service.

B. The **RESCUE SQUAD WILL NOT PROVIDE** the services of vehicle extrication of entrapped patients during motor vehicle accidents, back country rescue or extraction of patients not in or near a building or near a roadway, water rescue, or ice water rescue. These services will be provided by fire department or other personnel. **THE VILLAGE** will have to contract separately and directly with these agencies to have these services provided to **THE VILLAGE**.

4. **REVENUE RECOVERY**

A. The **RESCUE SQUAD** as the transporting agency will bill patients, their insurers (including private insurers, Medicare, and Medicaid) and guarantors at the usual and customary rates as set by the **RESCUE SQUAD**. Bills for services will only be submitted to patients transported to or from a health care or health related facility or as otherwise permitted by

law. The expenses incurred for pursuing revenue recovery shall be borne by the **RESCUE SQUAD** and the **RESCUE SQUAD** may contract with a vendor(s) to supply revenue recovery services.

B. The **RESCUE SQUAD WILL NOT** seek to collect co-pays or deductibles from residents of **THE VILLAGE**; for 911 services. A portion of contractual payment to the **RESCUE SQUAD** from **THE VILLAGE** shall be used to reimburse the **RESCUE SQUAD** for the **RESCUE SQUAD'S** waiver of collection of insurance co-payments and deductibles from **THE VILLAGE'S** residents. The **RESCUE SQUAD** will seek payment of insurance co-payments and deductibles from non-residents of **THE VILLAGE** to whom services are provided.

5. OPERATING BUDGET OF RESCUE SQUAD

The proposed operating budget for the **RESCUE SQUADS** 2020 fiscal year will be submitted to **THE VILLAGE** for consideration of **THE VILLAGE** for its 2020 budgetary review September 1, 2019. The proposed budget shall identify and particularize detailed operating expenditures and shall identify revenue sources including the amount projected to be raised from insurance revenue recovery and the amount requested from **THE VILLAGE** to be raised by property taxes for the **RESCUE SQUAD** to be able to provide service to **THE VILLAGE** in 2020.

6. AUDIT AND FINANCIAL CONTROL.

RESCUE SQUAD recognizes that **THE VILLAGE** has a fiduciary responsibility to monitor the financial reporting and transactions associated with the provision of ambulance services, given that the contract for services is funded with tax dollars, and given the

requirements of the New York State Comptroller Office that impose oversight obligations on insurance revenue recovery programs.

A. On an annual basis, the **RESCUE SQUAD** will provide access to reports prepared by the **RESCUE SQUAD** or its billing vendor evidencing the number of calls generating bills, the amounts billed, revenue received, accounts deemed uncollectable, and such other non-privileged information as the parties may agree. Nothing herein shall require the **RESCUE SQUAD** to disclose patient's identity or other protected health information as governed by HIPPA or other governmental statute, rule, or regulation.

B. On an annual basis, the **RESCUE SQUAD** will have an audit of its financial statements performed by a certified public accountant and a copy of such audit including the management letter shall be made available to **THE VILLAGE**.

C. The annual **RESCUE SQUAD** budget shall specify the amount of revenue recovery funds for annual operations. Donations made to the **RESCUE SQUAD** shall not be considered revenue for purposes of this paragraph.

7. **VILLAGE DRIVERS**

THE VILLAGE will provide Emergency Apparatus Operators to the **RESCUE SQUAD** at all times, to be called upon by the **RESCUE SQUAD** to drive **RESCUE SQUAD** emergency vehicles in connection with the provision of emergency services hereunder. Such Operators will be available to the **RESCUE SQUAD** unless they are otherwise occupied on a previous emergency. The **RESCUE SQUAD** shall pay to **THE VILLAGE** for such Emergency Apparatus Operators a sum of **\$197,533** for the contract period. An amount equal to **\$16,461** a month. Payment shall be paid monthly on the first day (or first business day) of each month. The Duties of the Emergency Apparatus Operators will include the following:

- Safe operation of rescue vehicles;
- Assisting the EMT as provided per the drivers' Civil Service job description;
- Dispatching of 911 calls as per current agreement with Franklin County
- Dispatching of Transports
- Other related duties as provided per the drivers' Civil Service job description.

If the **RESCUE SQUAD** ceases to require the services of one or all of the Emergency Apparatus Operators called for above, the **RESCUE SQUAD** shall provide **THE VILLAGE** ninety-day (90) termination notice. Monthly payments from the **RESCUE SQUAD** to **THE VILLAGE** shall continue during the ninety-day (90) period.

If **THE VILLAGE** ceases to require the services of **THE RESCUE SQUAD**, **THE VILLAGE** shall provide the **RESCUE SQUAD** ninety-day (90) termination notice. Monthly payments from the **RESCUE SQUAD** to **THE VILLAGE** shall continue during the ninety-day (90) period.

8. INDEMNITY

To the fullest extent permitted by law, the **RESCUE SQUAD** will defend, indemnify, and hold harmless, **THE VILLAGE** in any claim for personal injuries, damages, or administrative enforcement arising out of the **RESCUE SQUADS'** operations, actions, or obligations under the agreement. To the fullest extent permitted by law, **THE VILLAGE** will indemnify and hold harmless the **RESCUE SQUAD** in any claim for personal injuries, damages, or administrative enforcement arising out of **THE VILLAGE'S** operations, actions, obligations under this **AGREEMENT**, including, but not limited to, the operation of vehicles owned by the **RESCUE SQUAD** by employees of **THE VILLAGE**.

8. INSURANCE

The **RESCUE SQUAD** shall procure and maintain general liability insurance including EMS practitioners' liability coverage with limits of liability no less than \$1 million dollars primary coverage per occurrence and \$5 million dollars excess/umbrella, and shall name **THE VILLAGE** as additional insured on a primary basis under such policy(ies) for any claims arising out of the operations', actions, or obligations of **RESCUE SQUAD** in providing services. The **RESCUE SQUAD** will provide commercial or business vehicle coverage on all vehicles with minimum limits of \$1 million dollars primary coverage, \$5 million dollars excess umbrella. The **RESCUE SQUAD** will provide certificates of insurance to **THE VILLAGE** evidencing the existence of the procured coverage's and the additional insurance endorsements required herein. **THE VILLAGE** shall also procure and maintain general liability insurance with limits of liability no less than \$1 million dollars primary coverage per occurrence and \$5 million dollars excess/umbrella, and shall name **RESCUE SQUAD** as additional insured on a primary basis under such policy(ies) for any claims arising out of the operations', actions, or obligations of **THE VILLAGE** in providing services under this Agreement.

9. SEVERABILITY

To the extent permitted by law, if any provision of this **AGREEMENT** is deemed by a Court of competent jurisdiction to be void or voidable, all other provisions shall remain enforceable and effective.

10. VENDOR STATUS

RESCUE SQUAD is a vendor to **THE VILLAGE**. **RESCUE SQUAD** is neither an agent nor a department of **THE VILLAGE**. Nothing herein should be deemed to infer that an employment or agency relationship exists between the parties.

11. MODIFICATION

This **AGREEMENT** may be modified or cancelled upon the written consent of both parties.

12. GOVERNING LAW AND VENUE

This **AGREEMENT** will be governed by New York law, and any action or proceeding arising out of or in connection with this Agreement will be venued in Supreme Court, Franklin County, New York.

SARANAC LAKE VOLUNTEER RESCUE SQUAD INC.

BY: Julie A. Harjung, President

VILLAGE OF SARANAC LAKE

BY: Clyde Rabideau, Mayor

Saranac Lake Rescue Call Location Report

5/1/2018-4/30/2019

Call Location	# of Calls	# of residents	Total Service Charge	Contractual Difference Total	Total Received to Date	Outstanding Receivable	Tax subsidized	Claims Paid
Saranac Lake vill	422	405	\$328,033.60	\$139,229.26	\$117,455.10	\$47,652.03	\$15,735.56	329
North Elba	42	16	\$35,811.40	\$14,326.21	\$16,402.24	\$5,082.95	\$ 781.10	36
St Armand	41	38	\$38,102.00	\$14,799.90	\$14,288.55	\$9,013.55	\$ 3,297.87	33
Brighton	41	19	\$39,228.30	\$8,658.18	\$21,447.64	\$9,122.48	\$707.69	32
Franklin	60	50	\$53,011.90	\$20,880.96	\$25,390.38	\$6,740.60	\$4,170.61	53
Harrietstown	156	112	\$122,218.20	\$42,519.68	\$61,188.64	\$18,509.88	\$4,356.41	136
Santa Clara	4	3	\$3,695.80	\$1,549.29	\$1,103.65	\$1,042.86	\$96.06	3
Vill Tupper Lake	15	2	\$17,306.40	\$6,730.87	\$7,261.29	\$3,314.24	\$775.00	12
Town Tupper Lk	21	1	\$26,477.60	\$11,226.16	\$12,510.46	\$2,740.98	\$0.00	19
ALS Linkup	217	15	\$190,298.80	\$70,600.71	\$90,108.72	\$29,589.37	\$5,897.39	187
Lake Placid	1	0	\$1,365.00	\$764.53	\$600.47	\$0.00	\$0.00	1
Totals	1020	661	1,058,830	\$331,280	\$367,752	\$131,903	\$35,814	841

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO APPOINT
LEIGH WENSKÉ TO THE POSITION OF SERGEANT WITHIN THE POLICE DEPARTMENT

WHEREAS, The Village of Saranac Lake has a Civil Service position within the Police for Sergeant and,

WHEREAS, Patrolman Leigh Wenske has successfully passed the Civil Service test for Sergeant, and,

WHEREAS, The Chief of Police has recommended Patrolman Leigh Wenske for promotion to Sergeant, and

WHEREAS, The salary and benefits will be defined by the PBA Union Contract.

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees authorizes the Village Manager to promote Patrolman Leigh Wenske to the position of Sergeant with the customary 8-26 weeks probation period.

**RESOLUTION AUTHORIZING
TO HIRE A REPLACEMENT**

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 staff is authorized to work through Franklin County Civil Service, and,

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

WHEREAS, The Village Manager is authorized to hire a laborer/motor equipment operator, and

NOW, THEREFORE BE IT RESOLVED, authorization is given to the Village Manager to hire a laborer or motor equipment operator.



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

6-12-19

William Domenico
PO Box 127
Saranac Lake, NY

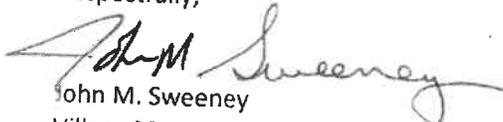
Re: Access and Grading Release for Property 447.69-6-2 Woodruff St

Mr. Domenico;

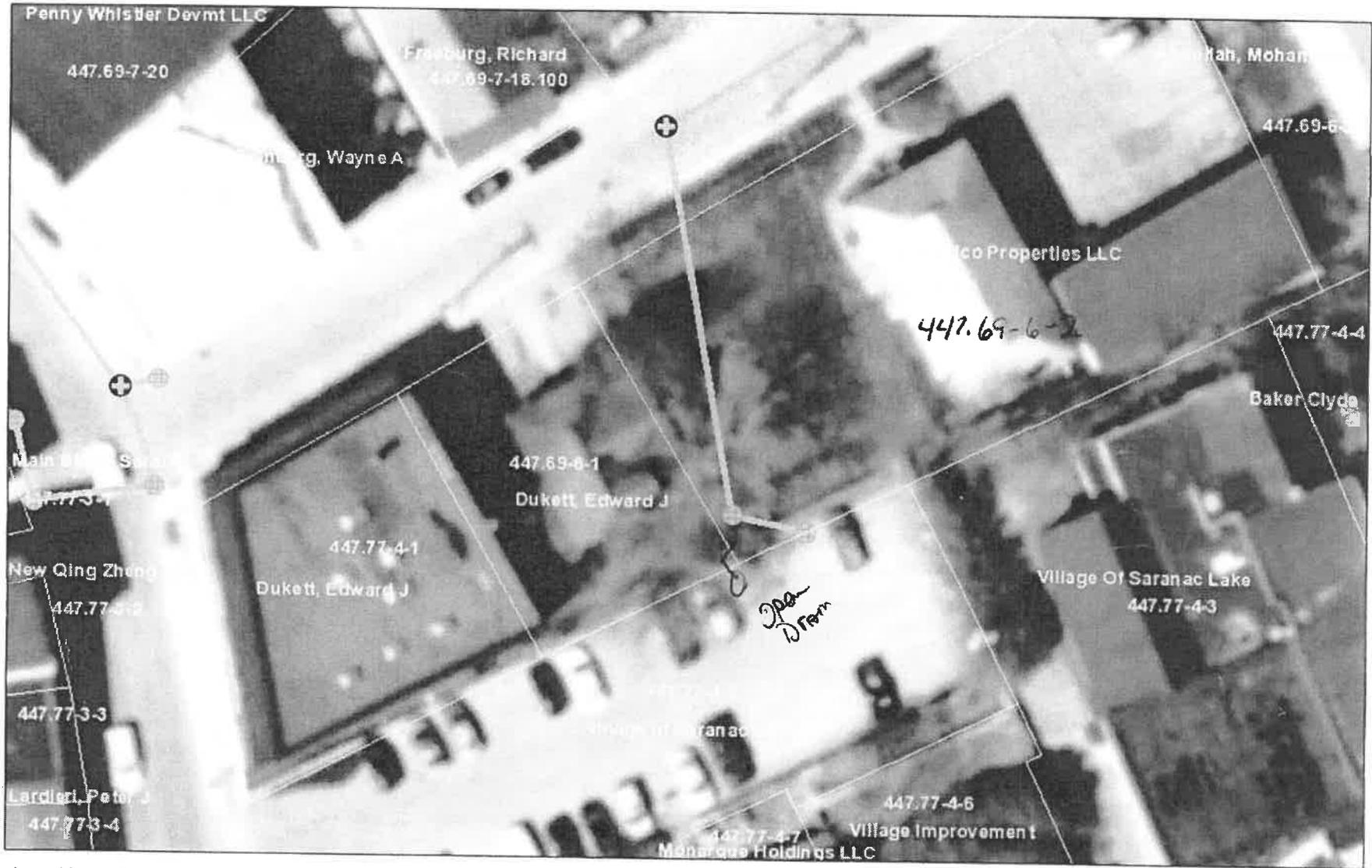
I have previously communicated to you the desire for the Village to correct the storm drain issue on the adjacent property to your building on Woodruff St. Please complete and return the enclosed Property / Work Release, which will allow the Village to access your property to make corrective actions.

If you have any questions, please contact myself at (518) 891-4150 at your earliest convenience.

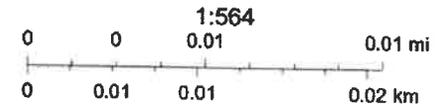
Respectfully;


John M. Sweeney
Village Manager

Woodruff St Storm



June 12, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, NYS



Capital of the Adirondacks™

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6-12-19

Edward Dukett
16 Broadway Ave
Saranac Lake, NY

Re: Access and Grading Release for Property 447.69-6-1 Woodruff St

Mr. Dukett;

I have been advised that Trustee Shapiro and Mayor Rabideau have been in conversation with you in reference to connecting the storm drain, which is adjacent to your property.

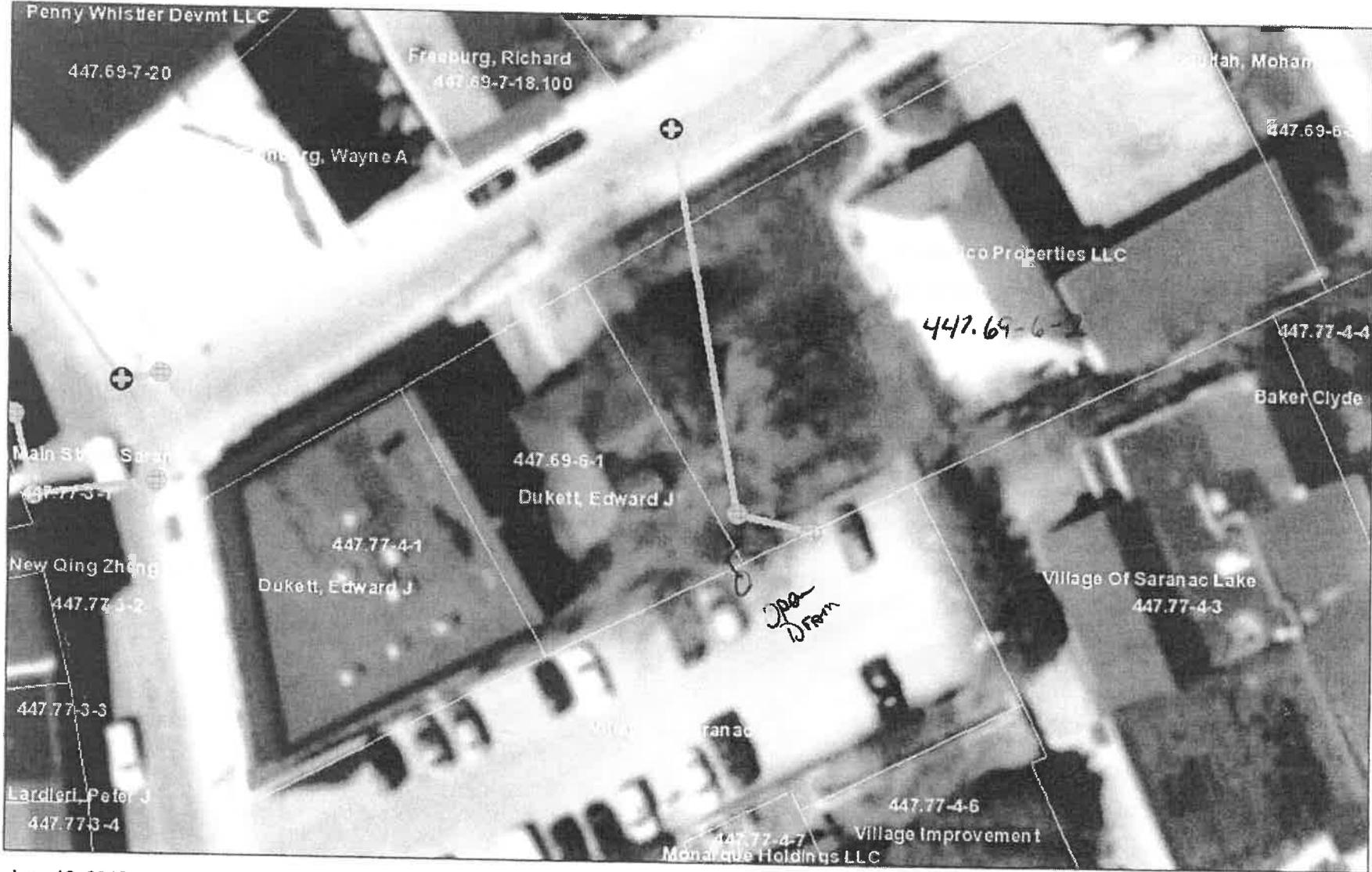
Please complete and return the enclosed Property / Work Release, which will allow the Village to access your property to make corrective actions.

If you have any questions, please contact myself at (518) 891-4150 at your earliest convenience.

Respectfully;

John M. Sweeney
Village Manager

Woodruff St Storm



June 12, 2019

1:564
0 0 0.01 0.01 mi
0 0.01 0.01 0.02 km
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, NYS