

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
 REGULAR MEETING AGENDA 5:30PM
 Monday October 28, 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 10-15-19 and 10-21-19

D. PUBLIC COMMENT PERIOD

Peggy Wiltberger

E. CORRESPONDENCE-

F. ITEMS FOR BOARD ACTION

BILL	128	2019	Travel and Training for 2 DPW Employees to Attend Grade B Operator Certification Course
BILL	129	2019	Appoint Provisionally David Sofield to Water and Sewer Supervisor
BILL	130	2019	Begin Hiring Process for Water Waste Water Operator Trainee
BILL	131	2019	Designate Open Offices for March 18, 2020 Village Election
BILL	132	2019	Call for a Public Hearing – Annexation of Uninhabited parcel in the Town of North Elba
BILL	133	2019	Relevy District Unpaid Water and Sewer and Unpaid Village Taxes to the Counties
BILL	134	2019	Travel and Training for 1 Sewer Plant Employee to Attend Grade B Operator Certification Course
BILL	135	2019	Begin Hiring Process for Water Sewer Position
BILL	136	2019	Authorize Town Fire Contracts
BILL	137	2019	Call For A Public Hearing on Saranac Lake Volunteer Fire Department Contract
BILL	138	2019	Begin Hiring Process for Motor Equipment Operator

G. OLD BUSINESS

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
October 15, 2019

ROLL CALL FOR REGULAR MEETING: Present: Mayor Clyde Rabideau
Trustees: Richard Shapiro, Patrick Murphy, Paul Van Cott and Melinda Little.
Also present: Village Manager, John Sweeney, Community Development Director, Jamie Konkoski,
Code Enforcement Officer, Paul Blaine, and Village Clerk, Karen Tyler.

Everyone stood for the pledge of allegiance.

PUBLIC HEARING – Amendments to the Development Code

No one from the public spoke

Written statement from Jeremy Evans is enclosed.

APPROVAL OF MINUTES

Chair Mayor Rabideau called for a motion to approve minute of September 23, 2019

Motion: Shapiro Second: Little

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

AUDITING

Chair Rabideau called for a motion to approve payment for the 2020 Budget \$1,466,016.45
voucher number 11042404 to 11042572 complete detail of these vouchers is attached and made part
of these minutes.

Motion: Van Cott Second: Shapiro

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

PUBLIC COMMENT PERIOD

Shaun Boyer, Bloomingdale Ave, spoke regarding the lack of safety equipment being worn by skaters
the foul language and cigarette smoking that was occurring at the skatepark.

CORRESPONDENCE: 2019-2020 SL Volunteer Rescue Squad Funding Request, Riverwalk letter
from Joe Garso, Verizon Information on Small Cells.

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

Motion: Van Cott Second: Murphy

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

ITEMS FOR BOARD ACTION:

Bill 123-2019 SEQR Negative Declaration for Development Code Changes

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Shapiro

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

Bill 124-2019 LWRP Determination for Development Code Amendments

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

Chair Mayor Rabideau called for a motion.

Motion: Shapiro Second: Murphy

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

Bill 125-2019 Adopt Development Code Changes

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 yes

Bill 126-2019 Election- Determine Date, Time and Polling Place for Village Election

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

Chair Mayor Rabideau called for a motion.

Motion: Van Cott Second: Murphy

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

Bill 127-2019 Urban Forestry Grant

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

Chair Mayor Rabideau called for a motion.

Motion: Van Cott Second: Little

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

ITEMS FOR DISCUSSION

Trustee Murphy – Zones for schools and daycares, would like to set up a work session for Monday October 21, 2019 at 4:00pm

Alternatives Report for Dorsey Street Parking Lot and Riverwalk Extension were discussed. The board will go ahead with scheduling the public meeting.

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: Murphy Second: Van Cott

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

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

Motion: Shapiro Second: Murphy

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

MOTION TO ADJOURN

Chair Mayor Rabideau called for a motion to adjourn.

Motion: Van Cott Second: Murphy

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

Respectfully submitted,
Kareen Tyler, Village Clerk

WORK SESSION OF THE BOARD OF TRUSTEES
October 21, 2019

ROLL CALL FOR WORK SESSION: Present: Mayor Clyde Rabideau
Trustees: Richard Shapiro, Patrick Murphy, Paul Van Cott and Melinda Little.
Also present: Village Manager, John Sweeney, Code Enforcement Officer, Paul Blaine, and
Village Clerk, Kareen Tyler.

The board discussed possible revisions to the Development Code regarding schools.

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: Murphy Second: Van Cott

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

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

Motion: Shapiro Second: Murphy

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

MOTION TO ADJOURN

Motion: Little Second: Shapiro

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

Respectfully submitted,
Kareen Tyler, Village Clerk

Business of the Village Board

Village of Saranac Lake

SUBJECT: Grade "B" Operator's Certification Course FOR AGENDA OF 10/28/2019

DEPT OF ORIGIN: DPW BILL # 128-2019

DATE SUBMITTED: 10/23/2019 EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney Village Administration

EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:
Course: \$ 1150.00	\$2000.00	\$0.00
Meals: \$410.00		
Lodging: \$350.00		
Total: \$1,910.00		

SUMMARY STATEMENT

RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR TWO (2) DPW EMPLOYEES TO ATTEND Grade "B" OPERATORS CERTIFICATION COURSE>

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

- MAYOR RABIDEIU _____
- TRUSTEE SHAPIRO _____
- TRUSTEE MURPHY _____
- TRUSTEE LITTLE _____
- TRUSTEE VAN COTT _____

**RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR VILLAGE EMPLOYEE
TO ATTEND SUNY MORRISVILLE FOR GRADE “B” OPERATOR CERTIFICATION
COURSE**

WHEREAS, the Village of Saranac Lake encourages its employees to attend and participate in schooling, training, and correspondence courses that will increase their knowledge, skills and job performance,

NOW THEREFORE BE IT RESOLVED, David Sofield and Jonathan Keith, are hereby approved to register and attend the Grade “B” Operator’s Certification Course on November 18th through 22nd, 2019 at SUNY Morrisville and,

BE IT FURTHER RESOLVED, the registration fee of \$1910.00 which includes registration, training, lodging and meals will be taken from 004-8340-0406 water fund budget, travel and training line item.

October 18,2019

RESOLUTION FOR PROMOTING DAVID SOFIELD TO BE WATER AND SEWER SUPERVISOR

WHEREAS, the Village has advertised an opening within the DPW for a Water and Sewer Supervisor and

WHEREAS, Dustin Martin and Kevin Pratt have interviewed individuals for this position and

WHEREAS, Dustin Martin and Kevin Pratt are recommending David Sofield to this position of Water and Sewer Supervisor.

NOW, THEREFORE BE IT RESOLVED, the Village Board hereby authorizes the promotion of David Sofield to the Supervisor position as per Current Bargaining Agreement.

BE IT FURTHER RESOLVED, funds to pay for this position are in the present budget of 2019-2020 and in the new budget of 2020 - 2021

Signature:

A handwritten signature in black ink, appearing to be 'D. Martin' or similar, written over a horizontal line.

Date:

10/18/19

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

SUBJECT: Begin Hiring Process for Water/Waste Water Operator Trainee Date 10-28-2019

DEPT OF ORIGIN: Village Manager Bill # 130-2019

DATE SUBMITTED: EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED \$

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

Authorize Village Manager to begin process for hiring Water Waste Water Operator Trainee

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

**RESOLUTION TO BEGIN PROCESS TO HIRE
WATER AND WASTE WATER OPERATOR TRAINEE**

WHEREAS, The Village of Saranac Lake is committed to maintaining a full staff in the Department of Public Works for the well-being of village residents and visitors alike and,

WHEREAS, The Village of Saranac Lake staff is authorized to work through Franklin County Civil Service for a list of qualified candidates and,

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

NOW, THEREFORE BE IT RESOLVED, The Village Manager, the Superintendent of Public Works are authorized to begin the recruiting and hiring process.

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

SUBJECT: Designate Offices for Village Election Date 10-28-2019

DEPT OF ORIGIN: Village Manager Bill # 131 -2019

DATE SUBMITTED: EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED \$

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

The Village Board of Trustees designate two Trustee positions as vacant at the next Village Election. The terms of the positions are 4 years.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

WHEREAS, the next General Village Election for Officers will be held on March 18, 2020, and;

WHEREAS, the Board of Trustees must designate by resolution and publish the Offices which are to be filled in such Election and terms thereof;

NOW THEREFORE BE IT RESOLVED:

Section 1. That the Board of Trustees designate the following Offices as vacant at the Village Election to be held on March 18, 2020, for the following terms:

TRUSTEE	4 YEAR TERM
TRUSTEE	4 YEAR TERM

Section 2. The Village Clerk is hereby directed to publish this resolution in the Adirondack Daily Enterprise, the official Village newspaper.

Section 3. This resolution shall take effect immediately.

Date: October 28, 2019

Village of Saranac Lake, New York

Local Law # 5

ANNEXING LAND INTO THE VILLAGE OF SARNAC LAKE, NEW YORK

1. Both the Board of Trustees of the Village of Saranac Lake ("Village") and the Town of North Elba have approved the annexation of an uninhabited parcel of land from the Town of North Elba to the Village.
2. The Village of Saranac Lake ("Village") hereby annexes the approximate 18.9 acres of land owned by the Village situated in the Town of North Elba, Essex County, New York located on McKenzie Pond Road and 29 Willow Way and identified by Tax Map Numbers 32.3-1-17.000 and 321.3-4-19.000.
3. The local law shall be filed with the New York Secretary of State and shall take effect on that date on which it is accepted and filed by the Secretary of State.

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
APPROVING THE RELEVY OF
UNPAID VILLAGE TAXES AND
UNPAID DISTRICT WATER/SEWER BILLINGS
TO THE TOWN/COUNTY TAX BILLS**

SUBJECT: RELEVY WATER/SEWER/TAXES FOR AGENDA OF 10/28/2019

DEPT OF ORIGIN: JOHN SWEENEY BILL # 133-2019

DATE SUBMITTED: 10/02/2019 EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT

Authorization to relevy unpaid Village taxes and district water and sewer to the Town/County tax bills.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

**RESOLUTION AUTHORIZING THE RELEVY OF UNPAID
VILLAGE TAXES AND DISTRICT WATER/SEWER BILLINGS
TO THE TOWN/COUNTY TAX BILLS**

WHEREAS, the Village of Saranac Lake has unpaid Village taxes at the end of its collection period and,

WHEREAS, the Village of Saranac Lake has unpaid district water and sewer bills at the end of the current quarterly billing; and,

WHEREAS, the Village of Saranac Lake may relevy these outstanding amounts on the Town/County tax bills to be issued in January 1, 2020,

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Village Board of Trustees authorizes the relevy of unpaid Village taxes and unpaid district water/sewer bills to the Town/County Tax bills to be issued for January 1, 2020.

Business of the Village Board

Village of Saranac Lake

SUBJECT: Grade "B" Operator's Certification Course FOR AGENDA OF 10/28/2019

DEPT OF ORIGIN: WWTP BILL # 134-2019

DATE SUBMITTED: 10/24/2019 EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED:	BUDGETED: \$3000.00	REQUIRED: \$0.00
Course: \$ 575.00		
Meals: \$205.00		
Lodging: \$350.00		
Total: \$1,130.00		

SUMMARY STATEMENT

RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR (1) WWTP EMPLOYEE TO ATTEND Grade "B" OPERATOR'S CERTIFICATION COURSE>

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEIU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE LITTLE _____

TRUSTEE VAN COTT _____

**RESOLUTION AUTHORIZING OVERNIGHT TRAVEL FOR VILLAGE
EMPLOYEE TO ATTEND SUNY MORRISVILLE FOR GRADE “B”
OPERATOR CERTIFICATION COURSE**

WHEREAS, the Village of Saranac Lake encourages its employees to attend and participate in schooling, training, and correspondence courses that will increase their knowledge, skills and job performance,

NOW THEREFORE BE IT RESOLVED, Nik Pelitiere is hereby approved to register and attend the Grade “B” Operator’s Certification Course on Nov.18th, 2019 – Nov. 22nd 2019 at SUNY Morrisville and,

BE IT FURTHER RESOLVED, the registration fee of \$1,1300.00 which includes registration, training, lodging and meals will be taken from 004-8340-0406 water fund budget, travel and training line item.

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

SUBJECT: Water Sewer Posting

Date: 10-23-19

DEPT OF ORIGIN: Manager

Bill # 135-2019

DATE SUBMITTED 10-23-19

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$
_____ per contract

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED: no

SUMMARY STATEMENT

Authorize the Village Manager to post for Water Sewer position within DPW

RECOMMENDED ACTION

Approval of Resolution

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO POST FOR WATER SEWER POSITION

WHEREAS, The Village of Saranac Lake has an open Water Sewer position within DPW.

WHEREAS, The Water Sewer position is a non-competitive Civil Service Position,

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees authorizes the Village Manager to post for the position of Water Sewer .

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
Approval of 2020 Town Fire Contracts**

SUBJECT: 2020 Town Fire Contracts

FOR AGENDA: October 28, 2019

DEPT OF ORIGIN: John M. Sweeney

BILL # 136-2019

DATE SUBMITTED: October 24, 2019

EXHIBITS: Fire Contracts & Calculations

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0.00

AMOUNT
BUDGETED: \$0.00

APPROPRIATION
REQUIRED: \$0.00

**SUMMARY STATEMENT
RECOMMENDED ACTION**

Authorize the Village Manager to execute 2020 Fire Contracts on behalf of the Village.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

**RESOLUTION APPROVING
2020 FIRE SERVICE CONTRACTS
BETWEEN
THE VILLAGE OF SARANAC LAKE
AND
THE TOWNS OF HARRIETSTOWN, NORTH ELBA, ST. ARMAND,**

WHEREAS, The Towns of Harrietstown, North Elba, and St. Armand are in need of Fire Protection Services, and;

WHEREAS, The Village of Saranac Lake has the resources to provide such services to the townships;

WHEREAS, The Village of Saranac Lake bases the contract amounts on assessment figures for each jurisdiction and projected operating budget for the next fiscal year,

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees, approves the Fire Contracts with the Towns and agrees to provide such services for the following considerations;

Town of Harrietstown:	\$324,955.59
Town of North Elba:	\$ 49,027.11
Town of St. Armand:	\$ 27,689.96

BE IT FURTHER RESOLVED, The Village of Saranac Lake Board of Trustees authorizes the Village Manager to execute the contracts on behalf of the Village.

**PRELIMINARY
ASSESSMENT BASED CALCULATIONS
FIRE CONTRACTS**

VILLAGE BUDGET	2019-2020
	\$739,523 Includes Fire Truck year 4 of 5
	\$27,701 7% retro pmts plus NYS mandated cancer benefit
NET BUDGET	\$767,224
FIRE	\$563,872
RESCUE	\$203,353 (Labor & Benefits)

MUNICIPALITY	SERVICE	TOWN FISCAL	2019-2020 BUDGET	FIRE SERVICES CONTRACT		CONTRB %	2019-2020 CONTRACT	FIRE AREA ASSESSMENT	TAX ON \$150K HOME
				OFFSETS NONE	NET BUDGET				
Village of Saranac Lake	Fire	2019	\$563,872	\$0.00		28.765%	\$162,198.91	\$306,212,148	\$79.50
Town of Harrietstown	Fire	2019	\$563,872	\$0.00		57.629%	\$324,955.59	\$613,477,306	\$79.50
Town of North Elba	Fire	2019	\$563,872	\$0.00		8.695%	\$49,027.11	\$92,557,333	\$79.50
Town of St. Armand	Fire	2019	\$563,872	\$0.00		4.911%	\$27,689.96	\$52,275,328	\$79.50
Town of Santa Clara	N/A	2019	\$0	\$0.00		0.000%	\$0.00	\$0	\$0.00
Town of Brighton	N/A	2019	\$0	\$0.00		0.00%	\$0.00	\$0	\$0.00
Town of Franklin	N/A	2019	\$0	\$0.00		0.00%	\$0.00	\$0	\$0.00
TOTAL			\$563,872	\$0.00	\$563,872	100.00%	\$563,871.56	\$1,064,522,115	\$0.00

FIRE SERVICES CONTRACT

	2019 CONTRACT	2020 CONTRACT	Difference \$	Difference %	TAX OLD	TAX NEW	TAX CHANGE \$150,000 HOME
Village of Saranac Lake	\$148,342.07	\$162,198.91	\$13,856.84	9.34%	\$74.20	\$79.50	\$5.30
Town of Harrietstown	\$299,892.22	\$324,955.59	\$25,063.37	8.36%	\$74.20	\$79.50	\$5.30
Town of North Elba	\$42,852.16	\$49,027.11	\$6,174.95	14.41%	\$74.20	\$79.50	\$5.30
Town of St. Armand	\$25,037.10	\$27,689.96	\$2,652.86	10.60%	\$74.20	\$79.50	\$5.30
	\$516,123.55	\$563,871.56	\$47,748.01				

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
SARANAC LAKE VOLUNTEER FIRE DEPARTMENT CONTRACT**

SUBJECT: 2020 SLVFD Contract

FOR AGENDA: October 28, 2019

DEPT OF ORIGIN: John M. Sweeney

BILL # 137-2019

DATE SUBMITTED: October 24, 2019

EXHIBITS: SLVFD Contract

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0.00

AMOUNT
BUDGETED: \$0.00

APPROPRIATION
REQUIRED: \$0.00

**SUMMARY STATEMENT
RECOMMENDED ACTION**

Call for a public hearing as required, and authorize the Village Manager to execute 2020 SLVFD Contract on behalf of the Village.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

**RESOLUTION CALLING FOR PUBLIC HEARING AND
APPROVING
2020 SLVFD CONTRACT
BETWEEN
THE VILLAGE OF SARANAC LAKE
AND
THE SARANAC LAKE VOLUNTEER FIRE DEPARTMENT,**

BE IT RESOLVED, that the Village Board shall hold a public hearing in the matter of the Saranac Lake Volunteer Fire Department contract on November 12, 2019 at 5:30 pm in the Village Board Room at 39 Main Street Saranac Lake, and

BE IT FURTHER RESOLVED, that the Village Clerk give notice of such public hearing by publication in the newspaper so designated by the Village Board of the Village of Saranac Lake for legal and public notices at least seven (7) days before the hearing date of a notice setting forth the time and place and describing the proposed ordinance in summary form.

AGREEMENT

THIS AGREEMENT, made effective the 1st day of January 2020,

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, 2020 thru December 31, 2020.

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

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(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, 2020.

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: _____

**RESOLUTION TO BEGIN PROCESS TO HIRE
MOTOR EQUIPMENT OPERATOR**

WHEREAS, The Village of Saranac Lake is committed to maintaining a full staff in the Department of Public Works for the well-being of village residents and visitors alike and,

WHEREAS, The Village of Saranac Lake staff is authorized to work through Franklin County Civil Service for a list of qualified candidates and,

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

NOW, THEREFORE BE IT RESOLVED, The Village Manager, the Superintendent of Public Works are authorized to begin the recruiting and hiring process.