

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
REGULAR MEETING AGENDA 5:30PM
TUESDAY NOVEMBER 12, 2019
Roberts Rules of Order will be in Effect for this Meeting**

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. PUBLIC HEARING

Annexation of Uninhabited parcel in the Town of North Elba
Saranac Lake Volunteer Fire Department Contract
Amendment to the Development Code Schools/Daycares

D. AUDITING

- a. Pay Vouchers
- b. Approve Minutes 10-28-2019

E. PUBLIC COMMENT PERIOD

F. CORRESPONDENCE- Police Report for October, Memo regarding final relevy numbers

G. ITEMS FOR BOARD ACTION

BILL	141	2019	Approve Volunteer Fire Contract
BILL	142	2019	Approve Annexation of North Elba Land
BILL	143	2019	Call for a Public Hearing on Tree Law December 9, 2019 at 5:30pm
BILL	144	2019	Authorize Mountain Medical Contract
BILL	145	2019	Expend From Insurance Reserve
BILL	146	2019	Add Season Ticket for Tubing Run

H. OLD BUSINESS

I. NEW BUSINESS

J. ITEMS FOR DISCUSSION

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 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.

Public Hearing

Annexation of Uninhabited parcel in the Town of North Elba

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.

Public Hearing

Saranac Lake Volunteer Fire Department Contract

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: Brendan J. Kerec
ITS: _____

Public Hearing

Amendment to the Development Code Schools/Daycares

Proposed changes to Development Code Day Care Definitions:

DAY CARE, FAMILY HOME, Delete current definition and insert:

An owner occupied home providing care for 12 or fewer children, including the children of the home. The home shall be operated in accordance with Section 106-93 of this Code.

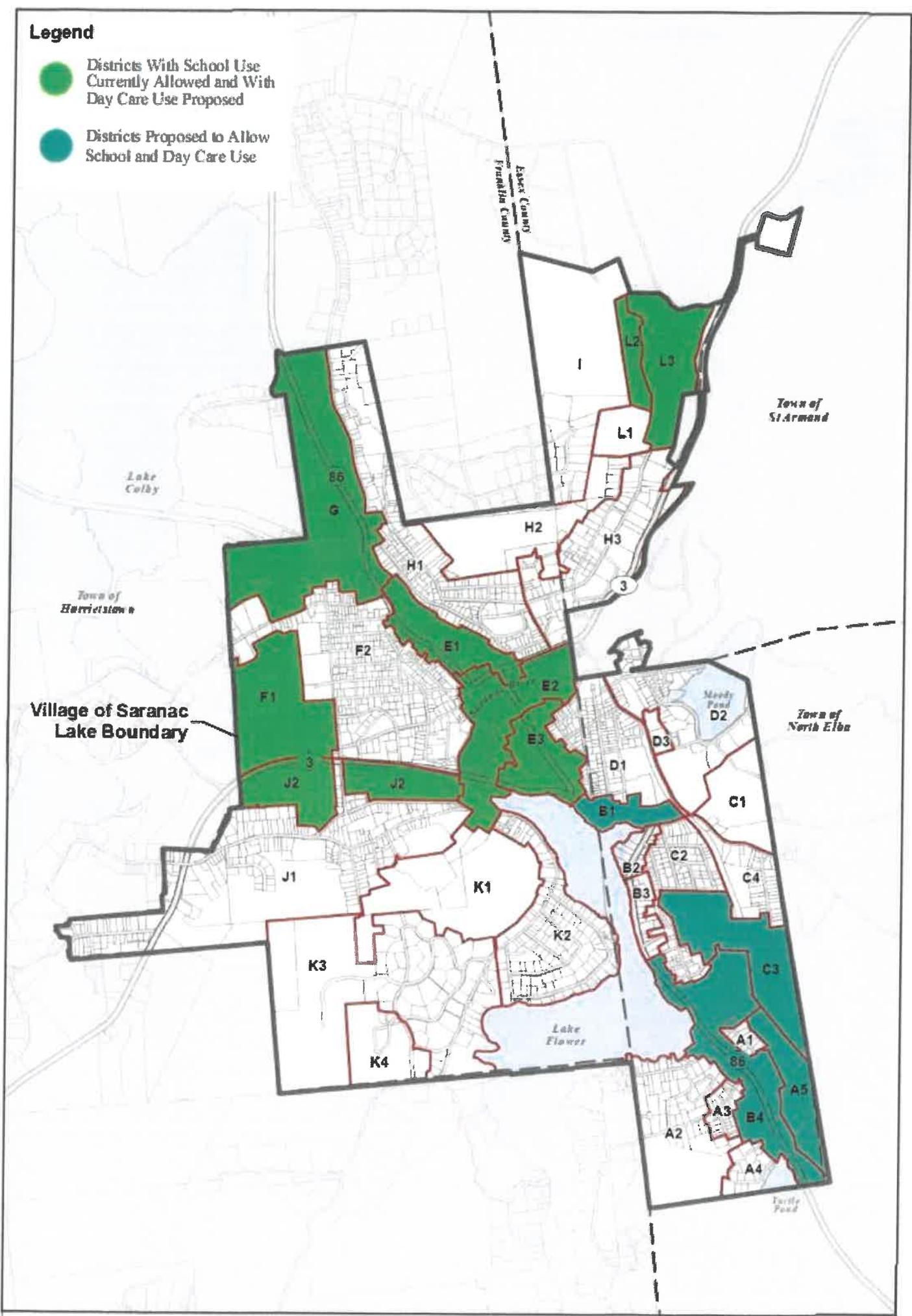
DAY CARE, GROUP FAMILY, Delete definition

DAY CARE FACILITY, Delete current definition and insert:

A facility or institution providing care for a group of children that is not in a residential home

Legend

-  Districts With School Use Currently Allowed and With Day Care Use Proposed
-  Districts Proposed to Allow School and Day Care Use



REGULAR MEETING OF THE BOARD OF TRUSTEES
October 28, 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, Kareen Tyler.

Everyone stood for the pledge of allegiance.

AUDITING

Chair Rabideau called for a motion to approve payment for the 2020 Budget \$182,579.76
voucher number 11042573 to 11042649 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 yes

APPROVAL OF MINUTES

Chair Mayor Rabideau called for a motion to approve minute of October 15,2019 and
October 21, 2019

Motion: Shapiro Second: Little

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

PUBLIC COMMENT PERIOD

Peggy Wiltberger, Community Action to Address Plastic Pollution, attached and made part of these
minutes is the handout she discussed.

ITEMS FOR BOARD ACTION:

Bill 128-2019 Travel and Training for 2 DPW Employees for Grade B Operator Course

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 129-2019 Appoint Provisionally David Sofield to Water and Sewer Supervisor

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

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Little

Motion to Amend Shapiro: to Remove Reference to 2020 2021 Budget: Second Little

Roll Call on Amended Motion: Little yes Murphy yes Shapiro yes Van Cott yes

Bill 130-2019 Begin Hiring Process for Water Waste Water Operator Trainee

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 131-2019 Designate Open Offices for March 18, 2020 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: Shapiro

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

Bill 132-2019 Call for a Public Hearing for Annexation North Elba

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 yes

Bill 133-2019 Relevy District Unpaid Water/Sewer and Unpaid Village Taxes

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

Bill 134-2019 Travel and Training for 1 Sewer Plant Operator

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 135-2019 Begin Hiring Process for Water Sewer Position

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 136-2019 Authorize Town Fire Contracts

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

Bill 137-2019 Call for a Public Hearing regarding 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: Little Second: Shapiro

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

Bill 138-2019 Begin Process to Hire for Motor Equipment Operator

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 139-2019 Set Aside Rules to Allow a Bill to Be place on the Table

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Little

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

**Bill 140-2019 Call for a Public Hearing Amendments to Development Code –
Schools/Daycares**

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 yes

ITEMS FOR DISCUSSION

Amendments to Development Code Schools/Daycares

Status of steps at Berkeley Green Park and the sunken area

Storm hookup for drainage of Pontiac Lot has been completed

Thank you to Paul Smith's College Students for the tree work done on the Riverwalk.

MOTION TO ADJOURN

Chair Mayor Rabideau called for a motion to adjourn.

Motion: Little Second: Van Cott

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

Respectfully submitted,
Kareen Tyler, Village Clerk



Saranac Lake Police Department

1 Main Street
Saranac Lake, NY 12983-1795



Telephone: (518) 891-4428
Fax: (518) 891-6321

SARANAC LAKE POLICE DEPARTMENT – ACTIVITY REPORT

10/21/19

September 2019

Total Calls for service:	263*
Total Arrests:	21
Mental Hygiene Law Arrests:	1
Accident Investigations:	12

Administrative:

Policed Climate Rally Riverside park
Attended Northern Border Seminar Lake Placid

*Calls for service do not include walk-ins at the station, traffic stops, parking tickets, other interaction with the public which does not necessitate documentation.



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

MEMORANDUM

To: John Sweeney, Village Manager
Village Board of Trustees

From: Elizabeth Benson, Village Treasurer

Date: November 12, 2019

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

Harrietstown:	\$208,316.00
North Elba:	\$ 89,851.90
St. Armand:	<u>\$ 9,123.59</u>
Total:	\$307,291.49

Water/Sewer District Rents – Including Penalties – Unpaid

Harrietstown:	\$ 37,383.53
North Elba:	\$ 3,503.49
St. Armand:	<u>\$ 2,131.21</u>
Total:	\$ 43,018.23

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 or 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: Brendan J. Kerney
ITS: _____

Village of Saranac Lake, New York

Local Law # 5

ANNEXING LAND INTO THE VILLAGE OF SARANAC 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.

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

SUBJECT: Tree Law Call for Public Hearing

Date: 11-12-19

DEPT OF ORIGIN: Trustee Shapiro

Bill # 143-2019

DATE SUBMITTED: 11-07-19

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED

Resolution calling for a public hearing for Monday December 9, 2019 at 5:50PM in the Village of Saranac Lake Offices, 39 Main Street, Saranac Lake for the purpose of considering a local law for public tree care and the establishment of a Tree Committee.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

**RESOLUTION TO SET A PUBLIC HEARING FOR PROPOSED LOCAL LAW ##-2019
ESTABLISHING A PUBLIC TREE CARE LAW**

WHEREAS, the Village's Urban Forest Management Plan was last updated in 1999 and since then new issues have developed in the region, including the threat of invasive species affecting trees; and

WHEREAS, the Village is applying for grant funding to update the Urban Forest Management Plan; and

WHEREAS, a priority project in the Village's Downtown Revitalization Strategic Investment Plan is the expansion of the tree canopy along the Broadway and Main Street corridors; and

WHEREAS, the Village maintains a variety of trees along village roadways and within village parks; and

WHEREAS, the Village can apply for Tree City USA certification by meeting four standards, including the creation of a tree committee and adoption of a tree care ordinance;

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees hereby sets a public hearing for Monday, December 9, 2019 at 5:30PM in the Village of Saranac Lake Offices at 3 Main Street, for the purpose of gathering public input about proposed Local Law ##-2019 establishing a public tree care law.

Village of Saranac Lake

Local No. of the year 2019

The local law will be known as the Village of Saranac Lake Public Tree Care Law

Be it enacted by the Board of Trustees of the Village of Saranac Lake as follows:

Section 1. Statement of legislative intent

It is the purpose of this local law to promote and protect the public safety, and general welfare by providing for the regulation of the planting, maintenance, and removal of trees, shrubs, and other plants within the Village of Saranac Lake which are on Village property. The Board of Trustees recognizes the role that trees play in the village ecosystem and that they contribute to the quality of air, reduce noise and visual pollution, help to moderate climate extremes and conserve energy, and the Board further recognizes the role trees play in enhancing property values and the general quality of life in the Village. In order to establish a responsible program for planting, maintenance, or removal of trees in the Village, the Board of Trustees finds it necessary to establish a Tree Committee and to adopt this Local Law to provide an orderly framework to maximize the benefits afforded by trees within the Village.

Section 2. Definitions

- a. **Street trees:** "Street trees" are herein defined as trees, shrubs, bushes, and all other woody vegetation on publicly owned property within the Village.
- b. **Park Trees:** "Park trees" are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks having individual names, and all areas owned by the Village, or to which the public has free access as a park.

Section 3. Establishment of a Tree Committee

- a. Establishment; membership; terms

(1) The Village Board of Trustees shall create an advisory committee known as the "Village of Saranac Lake Tree Committee." The Committee shall consist of two members, all of whom shall have a working knowledge of tree care. In addition, the Village Manager and the Village DPW Superintendent shall serve as ex officio members of the Committee. Each member shall be appointed by the Mayor, subject to approval by the Board of Trustees.

(2) The members shall be appointed initially as follows: one member shall be appointed for a term of two years; and one member shall be appointed for a term of three years. Thereafter, all appointments shall be for three years.

(3) If a Committee member does not serve the full term for reasons other than the expiration of the term, the Mayor shall appoint a successor, to serve for the unexpired term

- b. **Tree Committee duties.** The Tree Committee shall have the following duties that include, but are not

limited to:

- (1) Studying, investigating, developing and/or updating the Village's written plan for caring, preserving, pruning, topping, replanting, removing or disposing of trees and shrubs in parks and on other publicly owned property.
- (2) Maintaining reference materials relating to trees and shrubs.
- (3) Maintaining an inventory of the location of street trees and determining areas where such trees could exist but are absent.
- (4) Establishing a suggested species list for the village and recommending to the village the type and kind of trees to be planted upon village property.
- (5) Identifying trees for immediate removal.
- (6) Providing a long-range plan every five years for the Village relating to street trees and shrubs.
- (7) Providing the Village Board of Trustees with a yearly estimate of the cost of nursery stock to be used. Such plan shall be presented annually to the Board.

C. Meetings.

- (1) The Committee shall meet a minimum of two times each year. The Committee may call additional meetings as needed.

Section 4. Care of Public Trees

- a. The municipality or its agent shall perform all necessary maintenance to preserve and protect street trees in a safe and healthy condition, including trimming, spraying, fertilizing, watering, staking, topping, root pruning, mulching, treating for disease or injury, and removal if necessary.
- b. The village shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the limits of publicly owned property or parks as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.
- c. The Village Tree Committee may recommend a tree or part of a tree be removed if the tree or tree part:
 - (1) Poses a potential public safety risk or hazard; or
 - (2) Causes an unsafe condition; or
 - (3) By its nature, is injurious to sewers, electric power lines, gas lines, waterlines or other public improvements; or
 - (4) Is affected with any injurious fungus, insect or pest.

Section 5. Approval for Action within the Village

- a. No one except the Village of Saranac Lake or its agents acting on the Village's behalf, shall remove, destroy, or cause the removal or destruction of a tree on any publicly owned property or in any Village park, or undertake construction or any activity which may significantly and prematurely detract from the health or growth of a tree without first having obtained permission for such removal or construction from the Superintendent of Public Works.
- b. No one, except the Village of Saranac Lake or its agents acting on the Village's behalf, shall plant a tree or shrub upon Village property without first submitting a request to the DPW Superintendent who will

consult the Tree Committee before making a decision. The request shall state the number of trees to be set out; the location, species or variety of each tree to be planted; the method of planting; and any other information DPW Superintendent shall find reasonably necessary for its recommendation on whether or not the proposed actions are in conformance with the Community Forest Management Plan.

Section 6. Severability

If any section, subdivision, paragraph, subparagraph, clause, sentence, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, subdivision, paragraph, subparagraph, clause, sentence, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 7. Effective Date

This local law shall take effect immediately upon its filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.



Contractual Agreement

This agreement is made between Standard Medical Testing Services, a division of Mountain Medical Services, located at 68 Quaker Road, Queensbury, NY 12804 and with VILLAGE OF SARANAC LAKE having an address at 39 MAIN ST, SARANAC LAKE, NY 12983-1733

This agreement shall be in effect from January 1, 2020 - Dec 31, 2020.

The responsibilities and obligations and liabilities shall survive the term of this agreement.

This agreement may be cancelled by either party after thirty days of written notification.

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venture, principal-agent or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

Standard Medical Testing Services, a division of Mountain Medical Services, will be compensated for its services as follows:

Yearly Administrative Fee:	10 or more employees	\$150.00
	9 or less employees	\$ 75.00
Urine Drug Screens		\$ 63.00
Alcohol Breath Testing		\$ 38.00
DOT/CDL Physicals		\$165.00
NON DOT Physicals		\$120.00
Onsite Charge - Other than Randoms		\$100.00
NO Show Fee -		\$ 30.00
	if collector shows and participant doesn't	
Observed Urine Collection		\$25.00

In addition, should there be after hours, post accident testing/reasonable suspicion, there shall be a flat rate fee of \$120.00 per hour with a minimum two hour charge. Also there will be a mileage charge of 56.5 cents per mile applied.

Shy Bladder wait time is \$40.00 per hour, including after 5 pm closing time.

The fee for split specimen re-testing of positive specimens (including shipping, lab fees and chain of custody) shall be \$250.00.

The review of all Positive drug screen will be \$100.00, regardless of final outcome. This includes the MRO time for contacting physicians, donors and specialists whom the employee is being treated by.

Payment of invoices is expected within 30 days of receipt of invoice payable to Mountain Medical Services, PO BOX 13395, Belfast Maine, 04915.. A late fee/interest fee of 1.5% monthly will be applied to outstanding invoices over 30 days old. We accept payment online at www.quickpayportal.com. Code is on Invoice.

Standard Medical Testing Services a division of Mountain Medical Services attests that it will keep all information obtained from Village of Saranac Lake for the purpose of testing confidential unless otherwise required to disclose said information by applicable law, regulation, or subsequent agreement.

The provisions of the Agreement shall be construed, interpreted and governed by the substantive laws of the state of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

Standard Medical Testing Services
Merrie Lynn Towle, BSN

Mountain Medical Services
Dr. Michael P. M. Pond, MD

Village of Saranac Lake

Name: _____
Title: Director of Occupational Medicine
Date: _____

Name: _____
Title: _____
Date: _____

Please execute this agreement, retain the original, and forward a duplicate to Standard Medical Testing Services at 68 Quaker Road, Queensbury, NY 12804

Standard Medical Testing Services
A division of Mountain Medical
Merrie Lynn Towle, BSN
68 Quaker Road
Queensbury, NY 12804
518-744-6560
fax: 518-409-8441
www.standardmedicalsolutions.com
standardmedicalsolutions@gmail.com

Mountain Medical Services
Michael Pond, MD/MRO
1927 Saranac Avenue
Lake Placid, NY 12945
518-523-7575
FAX: 518-523-7577
www.mountainmedical.net

354 Broadway, Saranac Lake, NY 12983
2 Hospital Drive, Massena, NY 13662
3372 St. Rte. 11, Suite H, Malone, NY 12953

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
RESOLUTION APPROVING EXPENDITURE
FROM INSURANCE ESERVE FUND**

SUBJECT: EXPEND FROM INS. RESERVE FOR AGENDA OF 11/12/19
DEPT OF ORIGIN: FINANCE BILL # 145-2019
DATE SUBMITTED: 11/7/19 EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED: \$25,000	AMOUNT BUDGETED: \$0	APPROPRIATION REQUIRED: \$0
-----------------------------------	-------------------------	--------------------------------

SUMMARY STATEMENT

Board approval is necessary to expend \$25,000 from the Insurance Reserve Fund, in anticipation of probable insurance deductible billing.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____
TRUSTEE LITTLE _____
TRUSTEE MURPHY _____
TRUSTEE SHAPIRO _____
TRUSTEE VANCOTT _____

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
RESOLUTION APPROVING EXPENDITURE
FROM INSURANCE RESERVE FUND**

WHEREAS, the necessity to expend funds from the Reserve do not require referendum (Article 2, Section 6-n [2]), and

WHEREAS, the purpose of the Reserve is to fund certain uninsured losses, claims, actions or judgments for which the municipality is authorized or required to purchase or maintain insurance. May also be used to pay for expert or professional services in connection with the investigation, adjustment or settlement of claims, actions or judgments, (Article 2, Section 6-n [9e]), and

WHEREAS, that pursuant to Article 2, Section 6-n of the GML, expenditures shall be made from the Reserve only with authorization of the Saranac Lake Village Board, and

WHEREAS, that pursuant to Article 2, Section 6-n of the GML, expenditures shall be made only for the purpose for which the Reserve was established,

NOW, THEREFORE IT BE RESOLVED, that the Saranac Lake Village Board hereby authorizes the expenditure of \$25,000 for the purpose of satisfying anticipated billing of insurance deductible.

Whereas, The Village of Saranac Lake operators Mt. Pisgah Veteran's Memorial Recreational Center for the winter activities of the community; and,

Whereas, The Village of Saranac Lake remains committed to keeping the recreational facility affordable for all the families of our community and,

Whereas, The Village of Saranac Lake staff has had requests from season pass holders to offer an additional season pass for the tubing hill; and,

Whereas, A review of years passed revenue indicates the highest volume of usage is during Presidents Week and Martin Luther King Week; and,

Therefore Be It Resolved, The Village of Saranac Lake Board of Trustees authorizes the Village Manager to add a tubing season pass at the rate of \$100 per person for residents of the village and \$150 for non-village residents for the 2019-2020 season blacking out Martin Luther King Weekend January 18 thru January 20, 2020 and Presidents Week February 15 thru February 20, 2020.