

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

SUBJECT: Authorize Fire Contracts

DATE: 1-22-2024

DEPT OF ORIGIN: Village Manager

BILL # 12-2024

DATE SUBMITTED: 1/12/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Authorize the Village Manager to execute 2024 Fire Contracts on behalf of the Village of Saranac Lake

APPROVAL OF RESOLUTION

MOVED BY: Scollin SECONDED BY: Shapiro

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

**RESOLUTION APPROVING 2024 FIRE SERVICE CONTRACTS BETWEEN THE VILLAGE
OF SARANAC LAKE AND THE TOWNS OF HARRIETSTOWN, NORTH ELBA, AND ST.
ARMAND**

WHEREAS, the Town 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, and,

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:	\$354, 566.43
Town of North Elba:	\$49,118.23
Town of St. Armand:	\$22,936.77

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.

ASSESSMENT BASED CALCULATIONS VOSL FIRE CONTRACTS

Village of Saranac Lake	
FY 2023 Actuals	\$818,544
FY 2023 RESCUE ACTUALS	\$222,897
NET ACTUALS	\$595,647

MUNICIPALITY	SERVICE	FISCAL YEAR	TOTAL CONTRACT	OFFSETS	NET BUDGET	CONTRB %	PROPOSED CONTRACT	FIRE AREA ASSESSMENT	TAX RATE PER \$1,000 Assessed Value
Village of Saranac Lake	Fire	2025	\$595,647	\$0.00		28.377%	\$169,025.71	\$441,165,032	\$0.3831
Town of Harriestown	Fire	2024	\$595,647	\$0.00		59.526%	\$354,566.43	\$925,435,036	\$0.3831
Town of North Elba	Fire	2024	\$595,647	\$0.00		8.246%	\$49,118.28	\$128,201,016	\$0.3831
Town of St. Armand	Fire	2024	\$595,647	\$0.00		3.851%	\$22,936.77	\$59,866,044	\$0.3831
TOTAL			\$595,647	\$0.00	\$595,647	100.00%	\$595,647.18	\$1,554,667,128	

FIRE SERVICES CONTRACT

	2023 CONTRACT	2024 CONTRACT	Difference \$	Difference %	TAX OLD	TAX NEW	TAX CHANGE PER \$1,000 Assessed Value
Village of Saranac Lake	\$158,310.92	\$169,025.71	\$10,714.78	6.77%	\$0.418	\$0.3831	(\$0.0349)
Town of Harriestown	\$410,882.58	\$354,566.43	(\$56,316.15)	-13.71%	\$0.418	\$0.3831	(\$0.0349)
Town of North Elba	\$50,438.33	\$49,118.28	(\$1,320.06)	-2.62%	\$0.418	\$0.3831	(\$0.0349)
Town of St. Armand	\$28,271.94	\$22,936.77	(\$5,335.17)	-18.87%	\$0.418	\$0.3831	(\$0.0349)
Total	\$647,903.77	\$595,647.18	(\$52,256.59)				

FIRE CONTRACT AGREEMENT – 2024

AGREEMENT made this _____ day of _____, 2024 by and between the **VILLAGE OF SARANAC LAKE** (“VILLAGE”) and the **TOWN OF HARRIETSTOWN** (“TOWN”) for the district (“DISTRICT”) as described in attachment.

WHEREAS, the VILLAGE has provided the services of the Village of Saranac Lake Fire Department (“FIRE DEPARTMENT”) for fire protection services and rescue services pursuant to General Municipal Law Section 209-b and fire police protection pursuant to General Municipal Law Section 209-c to the TOWN; and

WHEREAS, the VILLAGE is willing to continue to provide said services of its FIRE DEPARTMENT to the TOWN; and

WHEREAS, the TOWN desires to continue to utilize such services; and

WHEREAS, the TOWN is fully familiar and aware of the equipment, facilities and personnel maintained by the FIRE DEPARTMENT; and

WHEREAS, following a public hearing to consider the proposed provisions of the Agreement duly called by said Town Board on _____, 2024 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated _____, 2024 duly authorized the TOWN to enter into an Agreement with the VILLAGE for the furnishing of fire protection and rescue services pursuant to General Municipal Law Section 209-b, and fire police protection pursuant to General Municipal Law Section 209-c, to said DISTRICT upon the terms and conditions as hereinafter set forth; and

WHEREAS, this Agreement has also been duly authorized by a resolution of the Board of Trustees of the VILLAGE dated _____ and the FIRE DEPARTMENT has duly approved the proposed provisions of this Agreement and expressed its willingness to consent to the terms of this Agreement by duly executing the annexed consent.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

FIRST: The VILLAGE shall continue to make available and provide such FIRE DEPARTMENT services, as it has heretofore made available to the TOWN.

SECOND: The failure of the VILLAGE to provide the aforesaid services shall not be deemed a breach of this Agreement, if such failure is caused by acts of God, acts of the public enemy, acts of the Federal, State or County Government, or others acts and conditions of a similar nature. No person (other than the parties hereto) shall be deemed to be a beneficiary under this agreement, nor is this Agreement intended, in any manner, to create any rights or causes of action, on behalf of any person, against either of the parties.

THIRD: The TOWN will pay the VILLAGE a contract amount as follows:

Year	Harriestown Contract	Payment by March 1, 2024
2024	\$354,566.43	\$354,566.43

Payment is due before March 1, 2024. Failure to make timely payments shall relieve the FIRE DEPARTMENT and volunteers of any obligation to render fire protection, rescue services or fire police protection pursuant to the terms of this Agreement. The Town remains liable for its share of costs for the period of time it received services. If any Town decides not to sign their Fire Contract Agreement, then the contract amounts for the remaining Towns and the Village will increase proportionally and become due in the same fiscal year.

FOURTH: Since the VILLAGE presently carries and maintains insurance coverage indemnifying the VILLAGE and its FIRE DEPARTMENT for any loss or damage sustained to their fire apparatus or other equipment used in the performance of the services provided for herein, including answering or attending upon or returning from a call originating in the DISTRICT for fire protection, rescue services and fire police assistance, the TOWN shall not be required to maintain similar insurance providing such coverage. However, the TOWN agrees to indemnify the VILLAGE and its FIRE DEPARTMENT for any such loss or damage not covered by insurance.

FIFTH: Members of the FIRE DEPARTMENT or Volunteer Fire Company of the VILLAGE, while engaged in the performance of their duties in providing the services provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village of Saranac Lake, Essex and Franklin Counties, New York.

SIXTH: The monies required to be paid or expended by the TOWN under the terms of this Agreement shall be a charge upon the DISTRICT, to be levied and assessed upon the taxable property in the DISTRICT and collected with the TOWN taxes or as otherwise provided.

SEVENTH: This Agreement shall be effective for a one year period from January 1, 2024 to December 31, 2024, and it shall be enforced according to the terms and conditions as herein set forth. Under no circumstances, however, shall the term of this Agreement extend beyond December 31, 2024.

EIGHTH: Nothing herein shall restrict or limit the VILLAGE in the internal management of its FIRE DEPARTMENT or company, or limit it in the stationing, acquisition or disposal of its equipment. It is the intention of the VILLAGE, so far as practicable, to maintain its present personnel, apparatus and equipment.

NINTH: This Agreement is expressly conditioned on obtaining the approval of the FIRE DEPARTMENT in accordance with the provisions of Section 209-D of the General Municipal Law. The signed certification of the Fire Chief, attached as Exhibit A, shall be proof of such consent.

FOR: TOWN OF HARRIETSTOWN

DATE _____ BY: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2024, before me, the subscriber, personally appeared _____, the _____ of the Town of Harrietstown, to me personally known, being by me duly sworn, did depose and say that he/she is the _____, the party described in and which executed the foregoing Agreement, and that he/she was authorized by a majority vote of the Town Board of the Town of Harrietstown to execute the foregoing instrument, and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

FOR: FIRE DEPARTMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

I, BRENDAN KEOUGH, residing at 34th. Academy St. apt 1, Saranac Lake, New York do certify as follows:

1. I am the Fire Chief of the Village of Saranac Lake.
2. In such capacity, I have charge of the Volunteer Fire Company of the Village of Saranac Lake.
3. That the Fire Department of the Village of Saranac Lake has consented to the annexed Agreement, after a receipt of a copy thereof.

Sworn to before me this _____ day of _____, 2024.

NOTARY PUBLIC

FIRE CONTRACT AGREEMENT – 2024

AGREEMENT made this _____ day of _____, 2024 by and between the **VILLAGE OF SARANAC LAKE** (“VILLAGE”) and the **TOWN OF NORTH ELBA** (“TOWN”) for the district (“DISTRICT”) as described in attachment.

WHEREAS, the VILLAGE has provided the services of the Village of Saranac Lake Fire Department (“FIRE DEPARTMENT”) for fire protection & rescue services pursuant to General Municipal Law Section 209-b and fire police protection pursuant to General Municipal Law Section 209-c to the TOWN; and

WHEREAS, the VILLAGE is willing to continue to provide said services of its FIRE DEPARTMENT to the TOWN; and

WHEREAS, the TOWN desires to continue to utilize such services; and

WHEREAS, the TOWN is fully familiar and aware of the equipment, facilities and personnel maintained by the FIRE DEPARTMENT; and

WHEREAS, following a public hearing to consider the proposed provisions of the Agreement duly called by said Town Board on _____, 2024 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated _____, 2024 duly authorized the TOWN to enter into an Agreement with the VILLAGE for the furnishing of fire protection and rescue services pursuant to General Municipal Law Section 209-b, and fire police protection pursuant to General Municipal Law Section 209-c, to said DISTRICT upon the terms and conditions as hereinafter set forth; and

WHEREAS, this Agreement has also been duly authorized by a resolution of the Board of Trustees of the VILLAGE dated _____ and the FIRE DEPARTMENT has duly approved the proposed provisions of this Agreement and expressed its willingness to consent to the terms of this Agreement by duly executing the annexed consent.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

FIRST: The VILLAGE shall continue to make available and provide such FIRE DEPARTMENT services, as it has heretofore made available to the TOWN.

SECOND: The failure of the VILLAGE to provide the aforesaid services shall not be deemed a breach of this Agreement, if such failure is caused by acts of God, acts of the public enemy, acts of the Federal, State or County Government, or others acts and conditions of a similar nature. No person (other than the parties hereto) shall be deemed to be a beneficiary under this agreement, nor is this Agreement intended, in any manner, to create any rights or causes of action, on behalf of any person, against either of the parties.

THIRD: The TOWN will pay the VILLAGE a contract amount as follows:

Year	North Elba Contract	Payment by March 1, 2024
2024	\$49,118.28	\$49,118.28

Payment is due before March 1, 2024. Failure to make timely payments shall relieve the FIRE DEPARTMENT and volunteers of any obligation to render fire protection, rescue services or fire police protection pursuant to the terms of this Agreement. The Town remains liable for its share of costs for the period of time it received services. If any Town decides not to sign their Fire Contract Agreement, then the contract amounts for the remaining Towns and the Village will increase proportionally and become due in the same fiscal year.

FOURTH: Since the VILLAGE presently carries and maintains insurance coverage indemnifying the VILLAGE and its FIRE DEPARTMENT for any loss or damage sustained to their fire apparatus or other equipment used in the performance of the services provided for herein, including answering or attending upon or returning from a call originating in the DISTRICT for fire protection, rescue services and fire police assistance, the TOWN shall not be required to maintain similar insurance providing such coverage. However, the TOWN agrees to indemnify the VILLAGE and its FIRE DEPARTMENT for any such loss or damage not covered by insurance.

FIFTH: Members of the FIRE DEPARTMENT or Volunteer Fire Company of the VILLAGE, while engaged in the performance of their duties in providing the services provided for by this Agreement, shall have the same rights, privileges, and immunities as if performing the same in the Village of Saranac Lake, Essex and Franklin Counties, New York.

SIXTH: The monies required to be paid or expended by the TOWN under the terms of this Agreement shall be a charge upon the DISTRICT, to be levied and assessed upon the taxable property in the DISTRICT and collected with the TOWN taxes or as otherwise provided.

SEVENTH: This Agreement shall be effective for a one year period from January 1, 2024 to December 31, 2024, and it shall be enforced according to the terms and conditions as herein set forth. Under no circumstances, however, shall the term of this Agreement extend beyond December 31, 2024.

EIGHTH: Nothing herein shall restrict or limit the VILLAGE in the internal management of its FIRE DEPARTMENT or company, or limit it in the stationing, acquisition or disposal of its equipment. It is the intention of the VILLAGE, so far as practicable, to maintain its present personnel, apparatus and equipment.

NINTH: This Agreement is expressly conditioned on obtaining the approval of the FIRE DEPARTMENT in accordance with the provisions of Section 209-D of the General Municipal Law. The signed certification of the Fire Chief, attached as Exhibit A, shall be proof of such consent.

TENTH: It is understood and mutually agreed by the parties that during the period of this Agreement, the TOWN and/or its DISTRICT will assume the responsibility for the maintenance of all fire hydrants located outside the VILLAGE and in the DISTRICT.

ELEVENTH: Since the State Legislature repealed Section 184-b of the Town law effective October 31, 2001, the consent of the State Comptroller is not required before this Agreement can become effective.

In the event that the consent of the State comptroller is required in order for this Agreement to be effective, the parties mutually agree that the annual amount of consideration shall remain fixed and shall not be prorated even though the consent of the State Comptroller is obtained after January 1, 2024.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement in duplicate the date and year first above written.

FOR: THE VILLAGE OF SARANAC LAKE

DATE _____ BY: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2024, before me, the subscriber, personally appeared Bachana Tsiklauri, Village Manager of the Village of Saranac Lake, to me personally known, being by me duly sworn, did depose and say that he is the Village Manager of the Village of Saranac Lake, the party described in and which executed the foregoing Agreement, and that he was authorized by a majority vote of the Village Board of Trustees to execute the foregoing instrument, and that he signed his name thereto by like order.

NOTARY PUBLIC

FOR: TOWN OF NORTH ELBA

DATE _____ BY: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

On this _____ day of _____, 2024, before me, the subscriber, personally appeared _____, the _____ of the Town of North Elba, to me personally known, being by me duly sworn, did depose and say that he/she is the _____, the party described in and which executed the foregoing Agreement, and that he/she was authorized by a majority vote of the Town Board of the Town of North Elba to execute the foregoing instrument, and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

FOR: FIRE DEPARTMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

I, BRENDAN KEOUGH, residing at 34th. Academy St. apt 1, Saranac Lake, New York do certify as follows:

1. I am the Fire Chief of the Village of Saranac Lake.
2. In such capacity, I have charge of the Volunteer Fire Company of the Village of Saranac Lake.
3. That the Fire Department of the Village of Saranac Lake has consented to the annexed Agreement, after a receipt of a copy thereof.

Sworn to before me this _____ day of _____, 2024.

NOTARY PUBLIC

FIRE CONTRACT AGREEMENT – 2024

AGREEMENT made this _____ day of _____, 2024 by and between the **VILLAGE OF SARANAC LAKE** (“VILLAGE”) and the **TOWN OF ST. ARMAND** (“TOWN”) for the district (“DISTRICT”) as described in attachment.

WHEREAS, the VILLAGE has provided the services of the Village of Saranac Lake Fire Department (“FIRE DEPARTMENT”) for fire protection and rescue services pursuant to General Municipal Law Section 209-b and fire police protection pursuant to General Municipal Law Section 209-c to the TOWN; and

WHEREAS, the VILLAGE is willing to continue to provide said services of its FIRE DEPARTMENT to the TOWN; and

WHEREAS, the TOWN desires to continue to utilize such services; and

WHEREAS, the TOWN is fully familiar and aware of the equipment, facilities and personnel maintained by the FIRE DEPARTMENT; and

WHEREAS, following a public hearing to consider the proposed provisions of the Agreement duly called by said Town Board on _____, 2024 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated _____, 2024 duly authorized the TOWN to enter into an Agreement with the VILLAGE for the furnishing of fire protection and rescue services pursuant to General Municipal Law Section 209-b, and fire protection pursuant to General Municipal Law Section 209-c, to said DISTRICT upon the terms and conditions as hereinafter set forth; and

WHEREAS, this Agreement has also been duly authorized by a resolution of the Board of Trustees of the VILLAGE dated _____ and the FIRE DEPARTMENT has duly approved the proposed provisions of this Agreement and expressed its willingness to consent to the terms of this Agreement by duly executing the annexed consent.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

FIRST: The VILLAGE shall continue to make available and provide such FIRE DEPARTMENT services, as it has heretofore made available to the TOWN.

SECOND: The failure of the VILLAGE to provide the aforesaid services shall not be deemed a breach of this Agreement, if such failure is caused by acts of God, acts of the public enemy, acts of the Federal, State or County Government, or others acts and conditions of a similar nature. No person (other than the parties hereto) shall be deemed to be a beneficiary under this agreement, nor is this Agreement intended, in any manner, to create any rights or causes of action, on behalf of any person, against either of the parties.

THIRD: The TOWN will pay the VILLAGE a contract amount as follows:

Year	St Armand Contract	Payment by March 1, 2024
2024	\$22,936.94	\$22,936.94

Payment is due before March 1, 2024. Failure to make timely payments shall relieve the FIRE DEPARTMENT and volunteers of any obligation to render fire protection, rescue services or fire police protection pursuant to the terms of this Agreement. The Town remains liable for its share of costs for the period of time it received services. If any Town decides not to sign their Fire Contract Agreement, then the contract amounts for the remaining Towns and the Village will increase proportionally and become due in the same fiscal year.

FOURTH: Since the VILLAGE presently carries and maintains insurance coverage indemnifying the VILLAGE and its FIRE DEPARTMENT for any loss or damage sustained to their fire apparatus or other equipment used in the performance of the services provided for herein, including answering or attending upon or returning from a call originating in the DISTRICT for fire protection rescue services and fire police assistance, the TOWN shall not be required to maintain similar insurance providing such coverage. However, the TOWN agrees to indemnify the VILLAGE and its FIRE DEPARTMENT for any such loss or damage not covered by insurance.

FIFTH: Members of the FIRE DEPARTMENT or Volunteer Fire Company of the VILLAGE, while engaged in the performance of their duties in providing the services provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village of Saranac Lake, Essex and Franklin Counties, New York.

SIXTH: The monies required to be paid or expended by the TOWN under the terms of this Agreement shall be a charge upon the DISTRICT, to be levied and assessed upon the taxable property in the DISTRICT and collected with the TOWN taxes or as otherwise provided.

SEVENTH: This Agreement shall be effective for a one-year period from January 1, 2024 to December 31, 2024, and it shall be enforced according to the terms and conditions as herein set forth. Under no circumstances, however, shall the term of this Agreement extend beyond December 31, 2024.

EIGHTH: Nothing herein shall restrict or limit the VILLAGE in the internal management of its FIRE DEPARTMENT or company, or limit it in the stationing, acquisition or disposal of its equipment. It is the intention of the VILLAGE, so far as practicable, to maintain its present personnel, apparatus and equipment.

NINTH: This Agreement is expressly conditioned on obtaining the approval of the FIRE DEPARTMENT in accordance with the provisions of Section 209-D of the General Municipal Law. The signed certification of the Fire Chief, attached as Exhibit A, shall be proof of such consent.

FOR: TOWN OF ST ARMAND

DATE _____ BY: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

On this _____ day of _____, 2024, before me, the subscriber, personally appeared _____, the _____ of the Town of St. Armand, to me personally known, being by me duly sworn, did depose and say that he/she is the _____, the party described in and which executed the foregoing Agreement, and that he/she was authorized by a majority vote of the Town Board of the Town of St. Armand to execute the foregoing instrument, and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

FOR: FIRE DEPARMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

I, BRENDAN KEOUGH, residing at 34th. Academy St. apt 1, Saranac Lake, New York do certify as follows:

1. I am the Fire Chief of the Village of Saranac Lake.
2. In such capacity, I have charge of the Volunteer Fire Company of the Village of Saranac Lake.
3. That the Fire Department of the Village of Saranac Lake has consented to the annexed Agreement, after a receipt of a copy thereof.

Sworn to before me this _____ day of _____, 2024.

NOTARY PUBLIC