

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

SUBJECT: Shared Services

FOR AGENDA: 12/27/2023

DEPT OF ORIGIN: Village Manager

BILL #: 167-2023

DATE SUBMITTED: 12/14/2023

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION:

Resolution to authorize the Village Manager to sign Shared Highway Service Agreement with the Town's and County's

MOVED BY: Scollin SECONDED BY: Catillaz

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

**RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN A CONTRACT
FOR SHARED HIGHWAY SERVICES ON BEHALF OF THE VILLAGE**

Whereas, all municipalities, including the Village of Saranac Lake, have the power and authority to contract with other municipalities for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators; and

Whereas, all municipalities, including the Village of Saranac Lake, have the power and authority to borrow or lend materials and supplies to other municipalities; and

Whereas, it is hereby determined that the Village of Saranac Lake and other municipalities have machinery and equipment which is not used during certain periods; and

Whereas, it is determined that the Village of Saranac Lake and other municipalities often have materials and supplies on hand which are not immediately needed; and

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Village of Saranac Lake and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing, or storing, of a large inventory of certain extra materials and supplies, thereby saving money for the taxpayers; and

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement must receive prior approval by the Village Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session; and

Whereas, it is incumbent upon each municipality to design a simple method whereby materials, supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process; and

Whereas, it is the intent of the Village Board to give the Superintendent of Public Works the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Village Board prior to the making of each individual arrangement; and

Whereas, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position

comparable to that of the head of the highway department in each of those other municipalities the authority to make similar arrangements; and

Whereas, it is hereby determined that it will be in the best interests of the Village of Saranac Lake to be a party to such shared services arrangements.

NOW THEREFORE, BE IT RESOLVED that the Village Manager of the Village of Saranac Lake is hereby authorized to sign the following contract on behalf of the Village:

CONTRACT FOR SHARED HIGHWAY SERVICES

“1. For purposes of this contract, the following terms shall be defined as follows:

“a) ‘Municipality’ shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the Clerk of the Village of Saranac Lake.

“b) ‘Contract’ shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

“c) ‘Shared Service’ shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

“i) the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

“ii) the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

“iii) the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

“iv) the maintenance of machinery or equipment by a municipality for other municipalities.

“d) ‘Superintendent’ shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; and in the case of a village, the superintendent of public works.

“2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract, and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Clerk of the Village of Saranac Lake.

“3. The Village of Saranac Lake by this agreement grants unto the Village Superintendent of Public Works the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

“a) The Village of Saranac Lake agrees to rent, exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Village of Saranac Lake. The determination as to whether such machinery, with or without operators, is needed by the Village of Saranac Lake shall be made by the Superintendent of Public Works. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

“b) The Village of Saranac Lake agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent of Public Works. In the event the said Superintendent determines that it will be in the best interests of the Village of Saranac Lake to lend to another municipality, the said Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Village of Saranac Lake by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

“c) The Village of Saranac Lake agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the Highway Superintendent, upon such terms as may be determined by the Superintendent of Public Works.

“d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

“e) When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

“f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

“g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation. Each municipality shall be liable for salaries and

other compensation due to their own employees for the time the employees are undertaking a joint service pursuant to this contract, however the borrowing municipality shall reimburse the lending municipality for actual and necessary expenses upon receipt of written notice of such claim.

“4. The renting, borrowing, leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchange or borrowing of materials or supplies, or the providing of a specific service, shall be evidenced by the signing of a memorandum by the Village Superintendent of Public Works. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

“5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

“6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.

“7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

“8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

“9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

“10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

“11. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

“12. Any action taken by the Village Superintendent of Public Works pursuant to the provisions of this contract shall be consistent with the duties of such official, and expenditures incurred shall not exceed the amounts set forth in the Village budget for highway purposes.

“13. A record of all transactions that have taken place as a result of the Village of Saranac Lake participating in the services afforded by this contract shall be kept by the Village Superintendent of Public Works, and a statement thereof, in a manner satisfactory to the Village Board, shall be submitted to the Village Board semiannually on or before the first day of June, and on or before the first day of December, of each year following the filing of the contract, unless the Village Board requests the submission of records at different times and dates.

“14. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

“15. This contract shall be reviewed each year by the Village of Saranac Lake and shall expire five years from the date of its signing by the Village Manager. The Village Board may extend or renew this contract at the termination thereof for another five year period.

“16. Copies of this contract shall be sent to the clerk and the superintendent of each municipality with which the Village Superintendent of Public Works anticipates engaging in shared services. No shared services shall be conducted by the Village Superintendent of Public Works except with the superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the Village Superintendent of Public Works.”

“IN WITNESS THEREOF, the said Village of Saranac Lake has by order of the Village Board caused these presents to be subscribed by the Village Manager this 8th day of January, 2024.

ATTEST:



Amanda Hopf, Village Clerk

Village of Saranac Lake, by:

Bachana Tsiklauri, Village Manager

The Village Clerk is authorized and directed to file a copy of the foregoing contract as set forth in this resolution with the chief executive officer of the following municipalities:

Town of Franklin

Franklin County

Town of Brighton

Town of Harriestown

Town of St. Armand

Village of Tupper Lake

Town of Tupper Lake

Town of Santa Clara

Town of North Elba

Essex County

Village of Lake Placid

This resolution shall take effect immediately.

STATE OF NEW YORK)
COUNTY OF FRANKLIN)
TOWN OF HARRIETSTOWN) ss:

I, Amanda Hopf, Village Clerk of the Village of Saranac Lake, Franklin County, New York, HEREBY CERTIFY that I have compared the preceding Resolution with the original thereof filed in my office and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Village of Saranac Lake this 8th day of January, 2024.

Amanda Hopf, Village Clerk