

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

SUBJECT: Adirondack Rail Trail MOU

DATE: 12-12-2022

DEPT OF ORIGIN: Trustee Brunette

BILL # 174-2022

DATE SUBMITTED: 12-7-2022

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution to authorize the Village Manager to execute MOU with Adirondack Rail Trail Association

MOVED BY: Williams SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

Memorandum of Understanding

WHEREAS the Adirondack Rail Trail Association ("ARTA") has previously and presently desires to continue to provide support, coordination, and promotional services to governmental units along the rail trail between Lake Placid and Tupper Lake, including both the state and local Towns of North Elba, Harrietstown, Santa Clara, and Tupper Lake, as well as the Villages of Lake Placid, Saranac Lake and Tupper Lake, (the "Trail Towns"); and

WHEREAS the participating "Trail Town" below wishes to avail itself of ARTA's expertise, professional resources, contacts and services:

NOW, THEREFORE, the parties to this Memorandum of Understanding in pursuance of the Resolution of each of its respective Board hereby agree as follows:

1. ARTA grants to the participating "Trail Town" a limited right to use its registered trademark "Adirondack Rail Trail" and associated logo in all official governmental publications provided, however, that no commercial use of such intellectual property will occur without ARTA's specific written consent.
2. ARTA grants to the participating "Trail Town" one seat on its Board of Directors for any representative of the "Trail Town" who it chooses to designate.
3. The participating Trail Town gives the Board of Directors and staff of ARTA a limited authority in negotiations with the other "Trail Towns" and state agencies, to develop uniform multi-community plans and programs, but not any fiscal/ financial or budgetary authority related to:
 - a. Uniform signage
 - b. Volunteer management
 - c. Emergency services
 - d. Snowmobile access and parking
 - e. Facilities and amenities, e.g., bike racks and restrooms
 - f. Promotion of the Adirondack Rail Trail
4. ARTA acknowledges that it does not have authority to act as the legal representative or surrogate of any "Trail Town" without prior written approval or local government Resolution,
5. ARTA agrees to promote the Adirondack Rail Trail and the participating "Trail Town" through social media, print, public relations, and outreach, and on its interactive website AdirondackRailTrail.org.

In WITNESS WHEREOF the parties affirm their mutual obligations by signing below:

For ARTA

For participating Trail Town

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____