

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

SUBJECT: Authorize Fire Contracts

DATE: 12-12-2022

DEPT OF ORIGIN: Mayor Williams

BILL # 177-2022

DATE SUBMITTED: 12-8-2022

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

\_\_\_\_\_  
EXPENDITURE  
REQUIRED

\_\_\_\_\_  
AMOUNT  
BUDGETED

\_\_\_\_\_  
APPROPRIATION  
REQUIRED:

Authorize the Village Manager to execute 2023 Fire Contracts on behalf of the Village

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 2023 FIRE SERVICE CONTRACTS BETWEEN  
THE VILLAGE OF SARANAC LAKE AND THE TOWNS OF  
HARRIETSTOWN, NORTH ELBA, AND ST. ARMAND**

WHEREAS, The Town of Harriestown, 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 Harriestown:	\$389,131.33
Town of North Elba:	\$50,438.33
Town of St. Armand:	\$28,271.94

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

**PRELIMINARY  
ASSESSMENT BASED CALCULATIONS  
FIRE CONTRACTS FOR FY 2024**

VILLAGE	2023-2024
Estimated Budget	\$855,787
RESCUE (Labor + Benefits)	\$229,635
<b>NET BUDGET</b>	<b>\$626,153</b>

MUNICIPALITY	SERVICE	TOWN FISCAL	FIRE SERVICES CONTRACT				2023 CONTRACT	FIRE AREA ASSESSMENT	TAX ON \$150K HOME
			2023-2024 BUDGET	OFFSETS NONE	2023-2024 NET BUDGET	CONTRB %			
Village of Saranac Lake	Fire	2023	\$626,153	\$0.00		25.283%	\$158,310.92	\$343,168,111	\$69.20
Town of Harrietstown	Fire	2023	\$626,153	\$0.00		62.146%	\$389,131.33	\$843,513,911	\$69.20
Town of North Elba	Fire	2023	\$626,153	\$0.00		8.055%	\$50,438.33	\$109,334,389	\$69.20
Town of St. Armand	Fire	2023	\$626,153	\$0.00		4.515%	\$28,271.94	\$61,284,640	\$69.20
<b>TOTAL</b>			<b>\$626,153</b>	<b>\$0.00</b>	<b>\$626,153</b>	<b>100.00%</b>	<b>\$626,152.53</b>	<b>\$1,357,301,051</b>	

**FIRE SERVICES CONTRACT**

	2022 CONTRACT	2023 CONTRACT	Difference \$	Difference %	TAX OLD	TAX NEW	TAX CHANGE \$150,000 HOME
Village of Saranac Lake	\$136,931.51	\$158,310.92	\$21,379.41	15.61%	\$62.70	\$69.20	\$6.50
Town of Harrietstown	\$352,972.41	\$389,131.33	\$36,158.92	10.24%	\$62.70	\$69.20	\$6.50
Town of North Elba	\$40,117.61	\$50,438.33	\$10,320.72	25.73%	\$62.70	\$69.20	\$6.50
Town of St. Armand	\$22,139.85	\$28,271.94	\$6,132.09	27.70%	\$62.70	\$69.20	\$6.50
<b>Total</b>	<b>\$552,161.38</b>	<b>\$626,152.53</b>	<b>\$73,991.15</b>				
Revenue Projection	\$415,229.87	\$467,841.61					

## FIRE CONTRACT AGREEMENT – 2023

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022 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 \_\_\_\_\_, 2022 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated \_\_\_\_\_, 2022 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 December 12, 2022 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 February 1, 2023
2023	\$389,131.33	\$389,131.33

Payment is due before February 1, 2023. 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, 2023 to December 31, 2023, 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, 2023.

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 \_\_\_\_\_, 2022, 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 18 St. Bernard St., 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

## FIRE CONTRACT AGREEMENT – 2023

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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 \_\_\_\_\_, 2022 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated \_\_\_\_\_, 2022 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 December 12, 2022 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 February 1, 2023
2023	\$50,438.33	\$50,438.33

Payment is due before February 1, 2023. 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, 2023 to December 31, 2023, 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, 2023.

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 NORTH ELBA

DATE \_\_\_\_\_ BY: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 18 St. Bernard St., 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

## FIRE CONTRACT AGREEMENT – 2023

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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 \_\_\_\_\_, 2022 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated \_\_\_\_\_, 2022 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 December 12, 2022 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:

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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 February 1, 2023
2023	\$28,271.94	\$28,271.94

Payment is due before February 1, 2023. 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, 2023 to December 31, 2023, 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, 2023.

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 \_\_\_\_\_, 2022, 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 DEPARTMENT

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

I, BRENDAN KEOUGH, residing at 18 St. Bernard St., 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC