Business of the Village Board Village of Saranac Lake

etracts		DATE: 12-12-2022
DEPT OF ORIGIN: Mayor Williams		2022
	EXHIBITS:	
	Village Administrat	on
	APPROPRIAT REQUIRED:	ION
	^	ehalf of the Village
ycs		
yes		
	OUNT GETED	BILL # 177-2 EXHIBITS: Village Administration

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 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 Harriestrown:
 \$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

NET BUDGET

\$626,153

			1	FIRE SERVICES CO	ONTRACT				
MUNICIPALITY	SERVICE	TOWN FISCAL	2023-2024 BUDGET	OFFSETS NONE	2023-2024 NET BUDGET	CONTRB %	2023 CONTRACT	FIRE AREA ASSESSMENT	TAX ON \$150K HOME
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	369.20
Town of St. Armand	Fire	2023	\$626,153	\$0.00		4.515%	\$28,271.94	\$61,284,640	\$69.20
TOTAL			\$626,153	\$0.00	\$626,153	100.00%	\$626,152.53	\$1,357,301,051	

FIRE SERVICES CONTRACT	2022 CONTRACT	2023 CONTRACT	Difference \$	Difference %	TAX OLD	TAX	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
Total	\$552,161.38	\$626,152,53	\$73,991.15				

Revenue Projection

\$415,229.87

\$467,841.61

FIRE CONTRACT AGREEMENT - 2023

AGREEMENT made this day of
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 Democratic 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:

<u>FIRST</u>: 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.

<u>THIRD</u>: The TOWN will pay the VILLAGE a contract amount as follows:

Year Harrietstown 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.

<u>FIFTH</u>: 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 hy 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.

<u>SIXTH</u>: 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.

<u>EIGHTH</u>: 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.

<u>NINTH</u>: 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.

<u>ELEVENTH</u>: 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, 2023.

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 SARAWAC LAKE
DATE OFCEMBER	13, 2022BY: 2 July
STATE OF NEW YORK) ss.:
COUNTY OF FRANKLIN)
personally appeared Erik Ste personally known, being I Village Manager of the Vi executed the foregoing Agre	, 2022, before me, the subscriber inder Village Manager of the Village of Saranac Lake, to me by me duly sworn, did depose and say that he is the lage of Saranac Lake, the party described in and which ement, and that he was authorized by a majority vote of the o execute the foregoing instrument, and that he signed his NOTARY PUBLIC

Amarida Hopf Notary Public State of New York No. 04H06437061 Qualified in Franklin County Commission Expires August 1, 10

FOR: TOWN OF HARRIETSTOWN

DATE	BY	′;	
STATE OF NEW YORK)			
) ss.:			
COUNTY OF FRANKLIN)			
On this day of appeared Harrietstown, to me personally know	, , 2	022, before me.	the subscriber, personally
appeared	the wn_being_b	 v me duly sworr	of the Town of
he/she is the	wn. being by	the part	y described in and which
he/she is the executed the foregoing Agreement,	and that he/	she was authori	zed by a majority vote of
the Town Board of the Town of H that he/she signed his/her name there			oregoing instrument, and
that he signed marker hame then	cio cy fike o	1001.	
	NC	TARY PUBLIC	<u>.</u>
		7,1117.700210	
	FO	R: FIRE DEPA	RMENT
STATE OF NEW YORK)			
) SS.:			
COUNTY OF FRANKLIN)			
1, <u>BRE</u> NDAN KE <u>OUGH</u> . re	siding at 18	St. Bemard St	Saranac Lake, New York
do certify as follows:			· ·
1. I am the Fire Chief of			
2. In such capacity, I I Village of Saranac La		of the Volunte	er Fire Company of the
		Village of Saran	ac Lake has consented to
the annexed Agreeme	ent, after a re	eceipt of a copy	thereof.
	_		
Sworn to before me this	day of		, 2022.
NOTARY PUBLIC			
NULAKY KUMLK			

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 Down 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:

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.

DEPARTMENT services, as it has heretofore made available to the TOWN.

FIRST: The VILLAGE shall continue to make available and provide such FIRE

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

Year North Elba Contract Payment by February 1, 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.

<u>FIFTH</u>: 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.

<u>SIXTH</u>: 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.

<u>EIGHTH</u>: 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.

<u>NINTH</u>: 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.

<u>TENTH</u>: 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.

<u>ELEVENTH</u>: 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, 2023.

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

FOR	R: THE VILLAGE OF SABANAC LAKE
DATE DECEMBER 13, 200	22BY: 5/1/2
STATE OF NEW YORK)) ss.:	
COUNTY OF FRANKLIN)	
personally appeared Erik Stender, Villag me personally known, being by me du Village Manager of the Village of Sar executed the foregoing Agreement, and the	, 2022, before me, the subscriber ge Manager of the Village of Saranae Lake, to ally sworn, did depose and say that he is the ranae Lake, the party described in and which hat he was authorized by a majority vote of the foregoing instrument, and that he signed his NOTARY PUBLIC

Armandia Hopf Notary Public State of New York No. 01H06437061 Qualified in Frankin County Commission Expires August 1,802

FOR: TOWN OF NORTH ELBA

DATE			_BY:		
STATE OF N)			
COUNTY O) ss.:)			
he/she is the executed the the Town Bo	foregoing Agree	ment, and that of North Elba	, th t he/she was a to execute the	e party descri uthorized by	scriber, personally of the Town of epose and say that ibed in and which a majority vote of strument, and that
			NOTARY PU	JBLIC	
			FOR: FIRE I	DEPARMEN'	Т
)) ss.:			
) 3H. residing a	t <u>18 St. Be</u> mar	rd S <u>t</u> <u>Saranac</u>	c <u>Lake. N</u> ew Yor <u>k</u>
1. 2. 3.	Village of Sarat That the Fire D	ty, I have chac Lake. epartment of	arge of the V the Village of	olunteer Fire Saranac Lake	Company of the
Sworn to befo	the annexed Ag				
NOTARY PI	JBLIC				

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
WHEREAS, this Agreement has also been duly authorized by a resolution of the Board of Trustees of the VILLAGE dated Colombia 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:
<u>FIRST</u> : 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 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.

<u>SIXTH</u>: 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.

<u>EIGHTH</u>: 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.

<u>NINTH</u>: 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.

<u>ELEVENTH</u>: 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, 2023.

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 SARAYAC LAKE
DATE DECEMBER 13, 2022 BY: 1 1/2
STATE OF NEW YORK)
COUNTY OF FRANKLIN) ss.:
On this 13 th day of DCCMDC , 2022, before me, the subscribed personally appeared Erik Stender, Village Manager of the Village of Saranac Lake, 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 white 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 have thereto by like order.

Armanda Hopf Netary Publik State of New York No. 01H05437661 Qualified in Franklin County Commission Expires August 1, 20

FOR: TOWN OF ST ARMAND

	_ BY	
.K)		
) ss.:)		
Agreement, and t	hat he/she was authorized to execute the forego	described in and which ed by a majority vote of
	NOTARY PUBLIC	
	FOR: FIRE DEPAR	RMENT
) ss.:		
E <u>OUGH</u> . residing	g at <u>18</u> St. Bernar <u>d St., S</u>	Saranac Lake. New York
capacity, I have of Saranac Lake. Fire Department o	charge of the Voluntee of the Village of Sarana	er Fire Company of the
day		2022
	···	, _~,
	day of	day of, 2022, before me. to, the, the, the party Agreement, and that he/she was authorized Town of St. Armand to execute the foregone thereto hy like order. NOTARY PUBLIC FOR: FIRE DEPARTMENT OF STATE OF ST