

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

SUBJECT: MOA with BOCES

DATE: 5-9-2022

DEPT OF ORIGIN: Mayor Williams

BILL # 1 -2022

DATE SUBMITTED: _____

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

The Village Board gives the Village Manger authorization to enter into an agreement with BOCES.

MOVED BY: Shapiro SECONDED BY: Catillaz

VOTE ON ROLL CALL:

MAYOR WILLIAMS

YES

TRUSTEE BRUNETTE

YES

TRUSTEE CATILLAZ

YES

TRUSTEE SCOLLIN

YES

TRUSTEE SHAPIRO

YES

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT
FRANKLIN-ESSEX-HAMILTON COUNTIES**

II MEMORANDUM OF AGREEMENT · II

THIS AGREEMENT, made this 28th day of April 2022, between:

The Franklin-Essex-Hamilton Board of Cooperative Educational Services, hereinafter known as BOCES and the Village of Saranac Lake, hereinafter known as the Village, agree as follows:

WITNESSETH:

WHEREAS, the BOCES operates a Natural Resource Science program for local high school students that includes work-based learning experiences.

WHEREAS, the Village owns and operates recreational facilities at Mount Pisgah Park as well as other Village owned property.

WHEREAS, within Mount Pisgah Park as well as other Village owned property exists forest lands of substantial value to the Village and the community.

WHEREAS, the aforesaid forest lands and the wildlife contained therein would benefit from comprehensive study and management.

WHEREAS, BOCES students are trained in the use of New York State Logger Safety and Silviculture Management Guidelines.

NOW, THEREFORE, the Village of Saranac Lake and the BOCES, agree upon the terms and conditions hereinafter set forth, as follows:

SCOPE OF WORK:

1. BOCES shall be responsible for:

- a. Defining "plots" within the park to serve as Silviculture plots. Each plot will subsequently be managed using the aforementioned New York State Guidelines.
- b. A complete silviculture analysis of each plot will be completed. This analysis will be based on industry approved forest mensuration calculations which will contain recommendation for both short-term and long-term remediation to best ensure forest and wildlife health.
- c. Identifying trees that are unsafe, due to disease or other health issues and where applicable, provide a risk assessment using a format developed by the International Society of Arboriculture of any trees that pose a risk to roads or trails.
- d. The BOCES agrees not to assign this Agreement or sub-let the premises in whole or in part without prior written consent of the Village.
- e. During the term of this Agreement, the BOCES will maintain Workers' Compensation for all BOCES employees, and Public Liability insurance having a minimum coverage of ONE MILLION DOLLARS and 00/cents (\$1,000,000.00) for personal injury and property damage for each occurrence. BOCES agrees to defend and indemnify the Village against any suit for or award of damages resulting from the negligence of the BOCES, its employees, contractors, subcontractors or agents.

f. Provide the Village annually, by July 1st, the results of the aforementioned silviculture analysis including recommendations resulting from any risk-assessments conducted.

2. Village shall be responsible for:

- a. The Village warrants and guarantees that it is the owner of the subject premises and agrees to defend the title to said property against all claims of others at Village's expenses.
- b. The Village agrees to grant and insure access to the premises.
- c. At the end of the lease term, the Village will accept the property in the condition that it is in at the end of the lease term without any obligation of any kind on the part of the BOCES to undertake any work or incur any expenses in connection with the same.
- d. The Village shall be responsible for any and all real estate taxes and other assessments with respect to the leased premises.

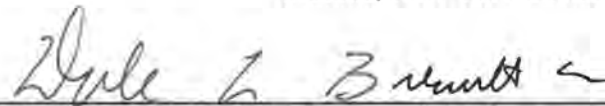

BOTH PARTIES AGREE:

- a. It is agreed and understood that BOCES intends to use the land, which is subject of this Agreement, to provide educational experiences for the students enrolled in its Natural Resource Conservation Program.

TERM:

The term of this lease shall be a period of Twenty-one (21) months beginning on September 1, 2022 through June 30, 2024, both dates inclusive. The both parties shall have the right and option to cancel this Agreement upon giving sixty (60) days written notice. This Agreement constitutes the entire understanding between the parties hereto.

IN WITNESS WHEREOF, this agreement has been duly executed on this 28th day of April 2022

| | |
|---|---|
| <p>FRANKLIN-ESSEX-HAMILTON BOCES P.O. Box 28, 23 Husky Lane Malone, New York 12953</p> | |
| By: _____ |  |
| <p>Dale L. Breault, Jr., District Superintendent</p> | |
| Date Signed: _____ | <u>4/28/22</u> |
| <p>VILLAGE OF SARANAC LAKE 3 Main Street Saranac Lake, New York 12983</p> | |
| By: _____ |  |
| <p>John Sweeney, Village Manager ERIK STENOX</p> | |
| Date Signed: _____ | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| PRODUCER Northern Insuring Agency, Inc. 171 Margaret Street P. O. Box 789 Plattsburgh NY 12901-0789 | CONTACT NAME: Sarah Cronk-Duquette, CISR Elite PHONE (A/C No. Ext): (518) 561-7000 E-MAIL ADDRESS: sarahcd@northerninsuring.com FAX (A/C No): (518) 561-0210 | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|
| | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: NYSIR</td> <td>34843</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: NYSIR | 34843 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A: NYSIR | 34843 | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | |
| INSURED BOCES - Franklin-Essex-Hamilton Counties P.O. Box 28 23 Husky Lane Malone NY 12953 | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CL2162419949 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | SSPFEHB001 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Unlimited GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CAPFEHB001 | 07/01/2021 | 07/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | ECLFEHB001 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | N/A | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured with respects to work at jobsites in Saranac Lake

| | |
|--|---|
| CERTIFICATE HOLDER Village of Saranac Lake 39 Main St. 2nd Floor, Suite 9 Saranac Lake NY 12983-2294 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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