

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

SUBJECT: BOCES Contract

DATE: 5-28-2024

DEPT OF ORIGIN: Village Manager

BILL # 80-2024

DATE SUBMITTED: 5-15-2024

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

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED

AMOUNT  
BUDGETED

APPROPRIATION  
REQUIRED:

Resolution to authorize Village Manager to renew agreement with BOCES

MOVED BY: Brunette SECONDED BY: White

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE RYAN

yes

TRUSTEE SCOLLIN

yes

TRUSTEE WHITE

yes

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

**MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made this 20<sup>th</sup> day of June 2024, between:

The **FRANKLIN-ESSEX-HAMILTON BOARD OF COOPERATIVE EDUCATIONAL SERVICES**, hereinafter known as **FEH BOCES** and the **VILLAGE OF SARANAC LAKE**, agree as follows:

**WITNESSETH:**

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

**WHEREAS** the **VILLAGE OF SARANAC LAKE** 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 OF SARANAC LAKE** and the community

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

**WHEREAS** the **FEH 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 **FEH BOCES**, agree upon the terms and conditions hereinafter set forth as follows:

**SCOPE OF WORK:**

1. **FEH 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 recommendations 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, provides a risk assessment using a format developed by the International Society of Arboriculture of any trees that pose a risk to road or trails.
  - d. The **FEH BOCES** agrees not to assign this agreement or sub-let the premises in whole or in part without prior written consent of the **VILLAGE OF SARANAC LAKE**.
  - e. During the term of this agreement, the **FEH BOCES** will maintain workers’ compensation for all **FEH 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. **FEH BOCES** agrees to defend and indemnify the **VILLAGE OF SARANAC LAKE** against any suit for or award of damages resulting from the negligence of **FEH BOCES**, its employees, contractors, subcontractors, or agents.

- f. Provide the **VILLAGE OF SARANAC LAKE** annually, by July 1<sup>st</sup>, the results of the aforementioned Silviculture analysis including recommendations resulting from any risk assessments conducted.
2. The **VILLAGE OF SARANAC LAKE** shall be responsible for:
- The **VILLAGE OF SARANAC LAKE** 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 the **VILLAGE OF SARANAC LAKES'** expenses.
  - The **VILLAGE OF SARANAC LAKE** agrees to grant and insure access to the premises.
  - At the end of the lease term, the **VILLAGE OF SARANAC LAKE** will accept property in the condition that it is in the end of the lease term without any obligation of any kind on the part of **FEH BOCES** to undertake any work or incur any expenses in connection with the same.
  - The **VILLAGE OF SARANAC LAKE** shall be responsible for any and all real estate taxes and other assessments with respect to the leased premises.

**BOTH PARTIES AGREE:**

It is agreed upon and understood that **FEH 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.

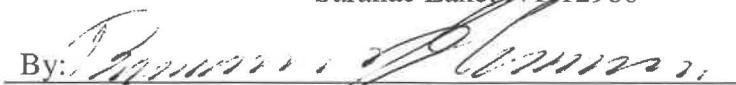
**TERM:**

The term of this agreement shall be for a period of **twenty-one (21) months** beginning **September 1, 2024, through June 30, 2026**, unless earlier terminated under the provisions of this agreement.

**TERMINATION:**

Either the **FEH BOCES** or **VILLAGE OF SARANAC LAKE** may terminate this agreement at any time by giving thirty (30) days written notice to the other contracting party. All payments and liability therefore by **VILLAGE OF SARANAC LAKE** shall end on the date of termination and shall include all services performed up to the date of termination.

**IN WITNESS WHEREOF**, this agreement has been duly executed on this **20<sup>th</sup> day of June 2024**.

<p><b>FRANKLIN-ESSEX-HAMILTON BOCES</b>  P.O. Box 28, 23 Husky Lane  Malone, New York 12953</p>	
By:	<b>DALE L. BREAUT, JR., DISTRICT SUPERINTENDENT</b>
DATE SIGNED:	
<p><b>VILLAGE OF SARANAC LAKE</b>  3 Main Street  Saranac Lake, NY 12986</p>	
By:	 <b>BACHANA TSIKLAURI, MANAGER</b>
DATE SIGNED:	<b>05/29/2024</b>