

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

SUBJECT: Fire Contract Amendment

DATE: 1-23-2023

DEPT OF ORIGIN: Mayor Williams

BILL # 9-2023

DATE SUBMITTED: 1-18-2023

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Resolution authorizing the amendment of 2023 Fire Contract between the Village of Saranac Lake and the Town of Harrietstown

MOVED BY: Shapiro SECONDED BY: Catillaz

VOTE ON ROLL CALL:

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE BRUNETTE	<u>absent</u>
TRUSTEE CATILLAZ	<u>yes</u>
TRUSTEE SCOLLIN	<u>absent</u>
TRUSTEE SHAPIRO	<u>yes</u>

RESOLUTION APPROVING THE AMENDMENT OF 2023 FIRE SERVICE CONTRACT BETWEEN THE VILLAGE OF SARANAC LAKE AND THE TOWN OF HARRIETSTOWN

WHEREAS, The Town of Harrietstown is in need of Fire Protection Services, and,

WHEREAS, the Village of Saranac Lake has the resources to provide such services to the township, and,

WHEREAS, the Town of Harrietstown is requesting the service price on the contract to be increased from \$389,131.33 to \$410,882.58, and

WHEREAS, the difference will be used for a specific Fire Department equipment collaborated between the Town of Harrietstown and The Village of Saranac Lake, and,

WHEREAS, The Village of Saranac Lake with the help of SLVFD will be using the contract amendment amount of \$21,751.25 to purchase utility terrain vehicle (UTV).

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees approves the Fire Contracts with the Town and agrees to provide such services for the following considerations:

Town of Harriestrown: \$410,882.58

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

FIRE CONTRACT AGREEMENT – 2023

AGREEMENT made this _____ day of _____, 2023 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 _____, 2023 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated _____, 2023 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 _____ 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	Harrietstown Contract	Payment by February 1, 2023
2023	\$410,882.58	\$410,882.58

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 _____, 2023, 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 34th. Academy St. apt 1, 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 _____, 2023.

NOTARY PUBLIC



3611 SILVER LAKE RD,
SARANAC, NY 12981
518-293-6673
WWW.ROBERTSPORTS.NET

Page	1
Date	01-13-23
Time	16:53:10

SARANAC LAKE VOLUNTEER FIR
100 BROADWAY
SARANAC LAKE, NY 12983
Home: 518-891-2333
Work: 518-891-2333

Quote Sheet

Deal Number	5188912333
Customer Number	5188912333
Invoice Number	0
Salesclerk	K D
Delivery Date	

Unit	A - New -2023 CAN-AM	DEF MAX	DUMMY10	
	Vin#		29,000.00	29,000.00
1	5 715005103	APACHE 360 LT TRACK KIT	5,919.99	5,063.21
1	5 715004832	NEXT XMR - LT APACHE MOU	469.99	398.55
1	5 715007338	TRACK MODULE KIT	104.99	71.66
1	5 715003483	AIR PRE-FILTER	51.99	33.14
1	5 715004183	RELOCATION CVT AIR INTAK	50.99	35.28
1	5 715008100	SIDE MIRROR KIT	219.99	150.31
1	5 715005774	FRONT CORNER PROTECTORS	219.99	150.84
1	5 715008109	BUMPER REAR B-160-SG KIT	279.99	195.25
1	5 715006821	GUARD_MUD KIT UR	264.99	183.48
1	5 715003040	ROCK SLIDERS MAX	449.99	314.02
2	5 715007358	SUPPORT_TOOL KIT LINQ	109.98	75.92
1	5 715003058	LINQ ADAPTOR KIT	34.99	24.05
1	5 715002423	HEADACHE RACK ASSEMBLY	459.99	345.05
1	5 715006035	DUAL BATTERY KIT	359.99	267.47
1	5 515176151	BATTERY_12 VOLT 30AH	219.99	141.21
1	MISC ZD000553	15 INCH LED TRI ROW LIGH	83.99	50.81
1	D LKCAT	DEFENDER CAB - TRAIL LIF	309.99	212.93
1	D LABOR	SHOP LABOR	400.00	400.00
TOTAL QUOTE				37,113.18

Wallace Software Solutions (401) 438-3030 • www.wallacet.com

	Total Quote	37,113.18
	Total Deposits	
	Total Trades	
	Total Payoff	
	Total Taxes	
Authorized Signature	Date	Total \$37,113.18



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 SARANAC, NY 12981
518-293-6673
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SARANAC LAKE VOLUNTEER FIR
 100 BROADWAY
 SARANAC LAKE, NY 12983
 Home: 518-891-2333
 Work: 518-891-2333

Quote Sheet

Deal Number	5188912333
Customer Number	5188912333
Invoice Number	0
Salesclerk	KD
Delivery Date	

Unit	A - New -2023 CAN-AM	DEF MAX	DUMMY10	
	Vin#		33,600.00	33,600.00
1 5	715005103	APACHE 360 LT TRACK KIT	5,919.99	5,919.99
1 5	715004832	NEXT XMR - LT APACHE MOU	469.99	469.99
1 5	715007338	TRACK MODULE KIT	104.99	104.99
1 5	715003483	AIR PRE-FILTER	51.99	51.99
1 5	715004183	RELOCATION CVT AIR INTAK	50.99	50.99
1 5	715008100	SIDE MIRROR KIT	219.99	219.99
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1 5	515176151	BATTERY_12 VOLT 30AH	219.99	219.99
1 MISC	ZD000553	15 INCH LED TRI ROW LIGH	83.99	83.99
1 D	LKCAT	DEFENDER CAB - TRAIL LIF	309.99	309.99
1 D	LABOR	SHOP LABOR	640.00	640.00
TOTAL QUOTE				43,851.82

Wallace Software Solutions (401) 438-3030 • www.wallace1.com

Authorized Signature _____ Date _____	Total Quote	43,851.82
	Total Deposits	
	Total Trades	
	Total Payoff	
	Total Taxes	
Total		\$43,851.82