

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

SUBJECT: Authorize MOU

DATE: 7-10-2023

DEPT OF ORIGIN: Mayor Williams

BILL # 95-2023

DATE SUBMITTED: 7/5/2023

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

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED

AMOUNT  
BUDGETED

APPROPRIATION  
REQUIRED:

Resolution to authorize MOU between the Village of Saranac Lake and Scott Cook for Fill Materials

**APPROVAL OF RESOLUTION**

MOVED BY: Scollin      SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS      yes

TRUSTEE BRUNETTE      yes

TRUSTEE CATILLAZ      absent

TRUSTEE SCOLLIN      yes

TRUSTEE SHAPIRO      yes

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE VILLAGE OF  
SARANAC LAKE AND SCOTT COOK**

This Memorandum of Understanding, made this 11 day of July, 2023, by and between the Village of Saranac Lake, a municipal corporation organization organized and existing under the laws of the State of New York, and having its principal place of business located at 39 Main Street, Suite 9, Saranac Lake, NY 12983 (hereinafter referred to as "Village") and Scott Cook, having a mailing address of 273 Trudeau Road, Saranac Lake NY 12983 (hereinafter referred to as "Cook". The Village and Cook may be referred to collectively as "the Parties.

**WHEREAS**, the Village requires certain sand, gravel, and related material; and

**WHEREAS**, Cook has such material on his real property located on Bloomingdale Avenue, Saranac Lake, NY (SBL 32.135-1-1.000) (the "Property"); and

**WHEREAS**, the parties desire to enter into an agreement whereby Cook will allow the Village to take such material off the Property for its municipal purposes.

**NOW, THEREFORE**, be it known that the Village is hereby permitted to remove such sand, gravel, and related material as it deems necessary from the Property, subject to the terms and conditions as hereinafter provided:

1. Cook hereby allows to remove such sand, gravel, and related material as it deems necessary from the Property.
2. The term of this MOU will commence on July 1, 2023 and shall end on December 31, 2024. During said term, the Village is hereby permitted to remove such sand, gravel, and related material as it deems necessary from the Property, until December 31, 2024, at which point the Village's access to the Property will cease.
3. Cook will allow the Village access to the Property at all times for purposes of this MOU.
4. The Village shall be responsible for the supervision of all of its own personnel involved with the removal of sand, gravel, and related material from the Property. For purposes of this MOU, the term "personnel" shall be defined as officers, employees, agents, contractors, and subcontractors of the Village.
5. The parties agree that this MOU does not create the relationship of landlord and tenant between the Village and Cook regarding the Village's use of the Property.
6. Each party (the "Indemnifying Party") shall defend with competent counsel, indemnify and hold harmless the other party (the "Indemnified Party") and the Indemnified Party's trustees, directors, officers, employees, agents and representatives from and against all claims, demands, actions, suits and proceedings (whether civil, criminal or administrative), and all liability, loss, expense (including reasonable attorneys' fees), costs or damages, which are proximately caused by (i) the Indemnifying Party's breach of its obligations under this MOU, or (ii) the intentional or negligent act or omission of the Indemnifying Party or any of its trustees, directors, officers, employees, agents, representatives or contractors.
7. To the extent reasonably insurable, each party shall maintain adequate insurance coverage to cover its indemnity obligation under this MOU.

8. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by certified mail addressed as follows:

TO THE VILLAGE:           Village of Saranac Lake  
                                  39 Main Street, Suite 9  
                                  Saranac Lake, NY 12983

TO COOK:                    Scott Cook  
                                  273 Trudeau Rd  
                                  Saranac Lake NY 12983

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

9. This memorandum of understanding constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

IN WITNESS WHEREOF, the parties have caused this instrument to be sealed and signed on the day and year set forth above.

**VILLAGE OF SARANAC LAKE**

**SCOTT COOK**

By: \_\_\_\_\_

By: Scott Cook

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 01/28/23