

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

SUBJECT: SL Youth Baseball and Softball Association MOU

Date: 12/9/2024

DEPT OF ORIGIN: Mayor Williams

Bill #186-2024

DATE SUBMITTED: 12/26/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to authorize the Village Manager to execute MOU with the Saranac Lake Youth Baseball and Softball Association ("SLYBSA")

MOVED BY: Ryan SECONDED BY: White

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE RYAN

yes

TRUSTEE WHITE

yes

TRUSTEE SCOLLIN

yes

TRUSTEE BRUNETTE

yes

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and executed between the Village of Saranac Lake (hereinafter, “the Village”) and the Saranac Lake Youth Baseball and Softball Association (“SLYBSA”).

WHEREAS, the Village desires to support recreation programming for the youth of the community; and

WHEREAS, the SLYBSA desires to provide recreation programming for the youth of the community; and

WHEREAS, the Village is the owner of the property located at 33 Petrova Avenue, commonly known as the former St. Pius X High School (“Pius”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to establish the terms and conditions under which the SLYBSA will be allowed to use the former gymnasium located in the Pius building subject to the following terms and conditions:

1. The Village does hereby allow SLYBSA to use the former Pius gymnasium from Dec. 1, 2024 until May 1, 2025. The term of this Agreement shall end as of May 1, 2025.
2. The use of the former Pius gymnasium is limited to that gymnasium space only – the SLYBSA shall not use of any other areas of 33 Petrova except for entryways and spaces needed to access the gymnasium.
3. The Village shall provide the SLYBSA with use of the gymnasium space at no charge.
4. The Village shall provide the SLYBSA with a key or access to a lockbox to access the building.
5. The SLYBSA shall be allowed to use the gymnasium space for baseball and softball practices, clinics and workouts for its players, to be scheduled at SLYBSA’s discretion.
6. The SLYBSA shall be allowed to place one or two batting cages in the gymnasium space, provided that doing so does not damage the gymnasium in any way.
7. The SLYBSA shall only use safety / practice balls for hitting outside of the batting cages. Hard balls may only be used for hitting within the batting cages only. No hard balls will be used for hitting anywhere, at any time, outside of the batting cages.
8. The SLYBSA shall provide adult supervision of any players using the gymnasium. The Village assumes no responsibility or liability for injury to any person during such times as the gymnasium is used by the SLYBSA.
9. As the building is currently not heated, the SLYBSA shall be allowed to use one or more electric space heaters in the gymnasium. These heaters must be turned off and unplugged at the end of each session, clinic or practice.
10. As there are no operating restrooms in the building, the SLYBSA shall be allowed to rent, at its own expense, a port-a-john that will be placed outside of the building. The SLYBSA will not allow any players, parents, or any other party to use the restrooms in the building, since they are not operational.

11. The SLYBSA shall be responsible for maintaining the gymnasium space in a clean condition, including removal of any trash.
12. The SLYBSA shall purchase, at its expense, a liability insurance in such limits that are acceptable to the Village for its use of the gymnasium at terms acceptable to the village. Said insurance shall name the Village as an additional named insured. Proof of this insurance must be provided to the Village prior to the commencement of the SLYBSA's use of the gymnasium.
13. SLYBSA shall defend, indemnify and hold harmless the Village, its directors, officers, employees, and agents from and against any and all claims, demands, suits, actions, expenses, judgments, penalties, files, costs or expenses of whatever kind (including, without limitation, reasonable attorneys' fees) that may be imposed upon, incurred by or asserted against the Village arising out of or resulting from (i) bodily injury, death, or the destruction of tangible personal property resulting from the negligence or wrongful acts or omissions of the SLYBSA or any coach, player, parent of a player, or any other family member of a player of the SLYBSA or (ii) any breach of this Agreement by the SLYBSA.
14. Should SLYBSA neglect or fail to observe any of the terms of this agreement, the Village may declare the agreement terminated and expel SLYBSA from the premises.
15. The Village may terminate this Agreement, in any time, in its sole and absolute discretion.
16. This MOU may be modified only by mutual consent of authorized officials from both parties.

Dated this __ day of ____.

Village of Saranac Lake representative

Saranac Lake Youth Baseball and Softball Association representative
