#### VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES 39 MAIN STREET SARANAC LAKE NY MEETING AGENDA 5:30 PM Monday, January 13, 2025 This meeting will be held in the Village Board Room and may be viewed through ZOOM Enter at the side door of the building, 39 Main Street

#### Join Zoom Meeting

https://us02web.zoom.us/j/86297799451?pwd=Q3Fnb3N0UGw4U0NDeTF0WHh2b2pkQT09 Meeting ID: 862 9779 9451 Passcode: 737970

# CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL:

#### **AUDITING:**

a. Pay Vouchersb. Approve Minutes from 12-23-2024

#### WASTEWATER TREATMENT PLANT UPDATE

#### CAPITAL IMPROVEMENT PLAN UPDATE

PUBLIC HEARING: Saranac Lake Volunteer Fire Department Contract

#### **PUBLIC COMMENT:**

CORRESPONDENCE: Molly Hann Email

#### **ITEMS FOR BOARD ACTION**

111	TIEWS FOR DOARD ACTION				
BILL	1	2025	Resolution authorizing the acceptance of the NYS DEC Water Quality Improvement (WQIP) Grant		
BILL	2	2025	Accept CFA Grant for Waterway Restoration Project		
BILL	3	2025	Resolution to authorize the Village Manager to permanently hire Ana Rottner-Ruiz as Account Clerk		
BILL	4	2025	Resolution to approve amendment to the Village of Saranac Lake Health Reimbursement Account for the PBA		
BILL	5	2025	Resolution authorizing the Village Manager to Provisionally hire Jeremey Parent as HEO for Mount Pisgah		
BILL	6	2025	Authorize 2025-2026 Saranac Lake Volunteer Fire Contract		

#### **OLD BUSINESS:**

**NEW BUSINESS:** 

**PUBLIC COMMENT:** 

MOTION TO ADJOURN

# **PUBLIC COMMENT**

# **PERIOD OF MEETINGS**

- 1. Anyone may speak to the Village Board of Trustees during the public comment periods of a public hearing or the public comment periods of the meeting.
- 2. As a courtesy, we ask those participating in public comment to introduce themselves.
- 3. Individual public comment is limited to **5 minutes** and may be shortened by the meeting chairperson if not respectful and productive in manner.
- 4. When a meeting is attended by a group of people who share the same or opposing views on a public comment topic, the chair may require that the group(s) designate not more than two spokespersons and limit the total time public comment to 5 minutes for each point of view or side of an issue.
- 5. Individual time may not be assigned/given to another.
- 6. A public hearing is meant to encourage comment and the expression of opinion, not a direct debate, nor should a commenter be intimidated by a village board member. Should a village response be asked, The Village Board of Trustees may offer explanation or information to the public at that time. They also reserve the right to request the individual leave contact information with the Clerk to receive a more researched answer at a later time.
- 7. Individuals requesting response from the village board, not offered during the meeting, will be contacted by phone, email, letter, or request for in-person meeting.
- 8. All remarks shall be addressed to the board as a body and not to any individual member thereof.
- 9. Interested parties or their representatives may address the board at any time by written or electronic communications.
- 10. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- 11. Village Board members are offered a 5-minute grace period for meeting start. If board member is more than 5 minutes late to the meeting, they will forfeit their right to participate and vote during the meeting.
- 12. While electronic devices are necessary for viewing documents and time keeping, as a courtesy to the public and fellow board members, Village Board Members must refrain from texting, e-mailing, and instant messaging during Board Meetings, except in the case of family emergencies.

Please note- During the course of regular business, discussion and commentary is limited to board members and village staff only. We ask for this courtesy, for the board and staff to conduct their business and discussion without interruption. All village board members and staff are available after the conclusion of a meeting for one on one discussion.

## VILLAGE BOARD REGULAR MEETING

Monday, December 23, 2024 Regular Meeting began at 5:30 PM and ended at 6:45 PM Meeting was held in person in the Village Board Room and was also available on zoom

## CALL TO ORDER PLEDGE OF ALLEGIANCE

**ROLL CALL:** Mayor Williams <u>present</u>; Trustee Brunette <u>absent</u>; Trustee Ryan; <u>present</u>; Trustee Scollin <u>present</u>; Trustee White <u>present</u>.

Staff also Present: Village Manager Bachana Tsiklauri and Village Clerk Amanda Hopf.

#### **AUDITING:**

Chair Mayor Williams called for a motion to approve payment for the 2025 Budget \$162,060.34 batch number 12232024. Complete detail of these vouchers is attached and made part of these minutes. Motion: <u>White Second: Ryan</u> Roll Call: Brunette absent; Ryan yes; Scollin; yes; White yes; Williams yes.

#### **APPROVAL OF MINUTES:**

Chair Mayor Williams called for a motion to approve these minutes Motion: <u>White</u> Second: <u>Scollin</u> Roll Call: Brunette <u>absent</u>; Ryan <u>yes</u>; Scollin; <u>yes</u>; White <u>yes</u>; Williams <u>yes</u>.

**SPECIAL GUESTS:** Karen and Kris Meimis BETA and Saranac Lake Mount Pisgah Trails Stewardship Agreement

#### **PUBLIC COMMENT:**

Davina Thurston recommendation of Pisgah Rate Discounts for all Towns in the Village Sierra Pickering input on St. Armand excluded from Discounted Pisgah Rates Mark Wilson on Pisgah Discounts including Towns not paying Village Taxes and Wendels obligations to contract

#### **ITEMS FOR BOARD ACTION:**

# **Bill 188-2024 Call for a Public Hearing for the Saranac Lake Volunteer Fire Department Contract**

A copy of the bill is attached and made part of these minutes Chair Mayor Williams called for a motion Motion: <u>Ryan Second: Scollin</u> Roll Call: Brunette <u>absent;</u> Ryan <u>yes;</u> Scollin; <u>yes;</u> White <u>yes;</u> Williams <u>yes</u>.

### Bill 189-2024 Resolution to appoint Aaron Hobson and Alex Krach to the Saranac Lake Arts and Culture Advisory Board

A copy of the bill is attached and made part of these minutes Chair Mayor Williams called for a motion Motion: <u>White</u> Second: <u>Ryan</u>

REGULAR MEETING OF THE BOARD OF TRUSTEES

Roll Call: Brunette absent; Ryan yes; Scollin; yes; White yes; Williams yes.

#### **Bill 190-2024 Resolution to Deem Equipment Surplus**

A copy of the bill is attached and made part of these minutes Chair Mayor Williams called for a motion Motion: <u>White</u> Second: <u>Scollin</u> Roll Call: Brunette <u>absent</u>; Ryan yes; Scollin; yes; White yes; Williams yes.

#### Bill 191-2024 Resolution to reappoint Jake Widrick, CJ Hagmann, Kathy Steinbrueck, Mark Coleman, and KT Stiles to the Downtown Advisory Board

A copy of the bill is attached and made part of these minutes Chair Mayor Williams called for a motion Motion: <u>Scollin</u> Second: <u>Ryan</u> Roll Call: Brunette absent; Ryan yes; Scollin; yes; White yes; Williams yes.

## Bill 192-2024 Resolution to reappoint Stacey Allot, Jimmy Cunningham, Steve Langdon, and Colleen Oneil and appoint Doug Haney and Julianne Stemp to Parks and Trails Advisory Board

A copy of the bill is attached and made part of these minutes Chair Mayor Williams called for a motion Motion: <u>White Second: Ryan</u> Roll Call: Brunette <u>absent</u>; Ryan <u>yes</u>; Scollin; <u>yes</u>; White <u>yes</u>; Williams <u>yes</u>.

# Bill 193-2024 Resolution authorizing the transfer of funds from Contingency to General, Water, and Sewer funds contractual

A copy of the bill is attached and made part of these minutes Chair Mayor Williams called for a motion Motion: <u>Scollin</u> Second: <u>White</u> Roll Call: Brunette <u>absent</u>; Ryan yes; Scollin; yes; White yes; Williams yes.

### Bill 194-2024 Resolution authorizing the transfer of unused surplus of overtime funds

A copy of the bill is attached and made part of these minutes Chair Mayor Williams called for a motion to Motion: <u>Scollin</u> Second: <u>White</u> Roll Call: Brunette <u>absent</u>; Ryan <u>yes</u>; Scollin; <u>yes</u>; White <u>yes</u>; Williams <u>yes</u>.

### **OLD BUSINESS:** Housing Update

#### **NEW BUSINESS:**

**PUBLIC COMMENT SECTION:** Chris Dorman on STR Renewal Permitting Fees

#### **MOTION TO ADJURN:**

Chair Mayor Williams called for a motion Motion: <u>Scollin</u> Second: <u>White</u> Roll Call: Brunette <u>absent</u>; Ryan <u>yes</u>; Scollin <u>yes</u>; White <u>yes</u>; Williams <u>yes</u>.

# PUBLIC HEARING VOLUNTEER FIRE CONTRACT

SUBJECT: Public Hearing Volunteer Fire Contract Date: 12/23/2024			
DEPT OF ORIGIN: Vill	lage Manager	Bill # <u>188-2024</u>	
DATE SUBMITTED: 1	1/22/2024	EXHIBITS:	
APPROVED AS TO FC	DRM:		
Village Attorney		Village Administration	
EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:	
	SUMMARY	STATEMENT:	
Resolution to call for a p Fire Department Contrac		o approve the 2025-2026 Saranac Lake Volunteer	
MOVED BY:	seconded i	BY: Scollin	
MAYOR WILLIAMS			
TRUSTEE RYAN UPS			
TRUSTEE WHITE	yes	-	
TRUSTEE SCOLLIN <u>Yes</u>			
TRUSTEE BRUNETTE	abent	-	

## RESOLUTION CALLING FOR A PUBLIC HEARING AND APPROVING THE 2025-2026 SLVFD CONTRACT BETWEEN THE VILLAGE OF SARANAC LAKE AND THE SARANAC LAKE VOLUNTEER FIRE DEPARTMENT

**WHEREAS**, the Village Board of Trustees shall hold a public hearing pursuant to Village Law 4-412 (b) in the matter of the Saranac Lake Volunteer Fire Department contract on Monday, January 13, 2024 at 5:30pm in the Village Board Room located at 39 Main Street on the second floor.

**THEREFORE BE IT RESOLVED**, that the Village Clerk give notice of the public hearing by publication in the newspaper so designated by the Village Board of Trustees for legal and public notices at least 10 days prior to the hearing.

SUBJECT: WQIP Gran	t Acceptance		
Date: 1/13/2025			
DEPT OF ORIGIN: Villa	age Manager	Bill # <u>1-2025</u>	
DATE SUBMITTED: 1/	6/2025	EXHIBITS:	
APPROVED AS TO FO	RM:		
Village Attorney		Village Administration	-
EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:	
		e New York State Department of Improvement Grant for the Village's	
MOVED BY:		DED BY:	
VOTE ON ROLL CALL:			
MAYOR WILLIAMS			
TRUSTEE BRUNETTE			
TRUSTEE RYAN			
TRUSTEE SCOLLIN			
TRUSTEE WHITE			

Resolution #

# A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE <u>NEW YORK STATE</u> <u>DEPARTMENT OF ENVIRONMENTAL CONSERVATION WATER QUALITY</u> <u>IMPROVEMENT GRANT</u> FOR THE VILLAGE'S WASTEWATER PROJECT

WHEREAS, the Village of Saranac Lake is undertaking a project to upgrade the municipal water pollution control plant (WPCP) and the wastewater collection system; and

WHEREAS, the Village of Saranac Lake is seeking grant funds to offset the cost of these upgrades; and

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) has awarded the Village a Water Quality Improvement Program (WQIP) grant in the maximum amount of \$9,315,400.00; and

WHEREAS, NYSDEC may require submission of additional information, data, forms, including, but not limited to, acknowledgement of grant acceptance, and a grant agreement between the State and the Village, that will require timely responses.

NOW AND THEREFORE IT BE RESOLVED, the Village of Saranac Lake Board of Trustees authorizes the Village Manager to submit any documentation related to the Water Quality Improvement Program grant as required by the New York State Department of Environmental Conservation and sign all required documents to ensure the Village remains in good standing regarding the acceptance of the grant.

Whereupon, the Resolution was put to a vote, recorded as follows,

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Abstentions

SO APPROVED:

Village Clerk / Village of Saranac Lake

Date:

#### **OFFICE OF THE COMMISSIONER**

New York State Department of Environmental Conservation 625 Broadway, 14th Floor, Albany, New York 12233-1010 P: (518) 402-8545 I F: (518) 402-8541 www.dec.ny.gov

DEC 1 2 2024

Bachana Tsiklauri Village Manager Village of Saranac Lake 39 Main Street, Suite 9 Saranac Lake, NY 12983

Re: Water Quality Improvement Project Number 139639 Saranac Lake WPCP Upgrades 2024

Dear Bachana Tsiklauri:

The New York State Department of Environmental Conservation (DEC) Water Quality Improvement Project (WQIP) program provides important support to communities to protect and restore water resources. DEC is proud to have made more than \$222 million available in this year's Consolidated Funding Application (CFA) and we appreciate your application for this vital program.

We are pleased to inform you that the Saranac Lake WPCP Upgrades 2024 project has been selected to receive up to \$9,315,400 through the WQIP program. If you applied for funding from other programs or other State agencies, you will receive information from those programs/agencies separately.

The Office of State Comptroller (OSC) must approve DEC's documentation of the project solicitation and review process before we can begin the steps to execute a contract with you. When we receive OSC's approval, we will provide additional information to assist you in getting a contract in place. Upon receipt of this additional information, DEC and OSC expect that contracts will be executed within 90-120 days. Contracts for WQIP projects will be completed through the New York State Financial System (SFS). You will receive separate instructions on how to access this system and begin the contracting process.

The earliest contract start date for this round of WQIP projects (other than Land Acquisition for Source Water Protection projects) is May 13, 2024. For Land Acquisition for Source Water Protection projects, the earliest start date is August 1, 2022.



Please note that the work plan and budget for the contract must be consistent with your application. However, any costs/activities in your application that are ineligible (as listed by project type in the 2024 WQIP Program Overview) should not be included. Ineligible costs will not be reimbursed, which may impact your actual funding amount. The 2024 WQIP Program Overview can be viewed at: <u>https://dec.ny.gov/sites/default/files/2024-05/wqiprfa2024.pdf</u>.

We look forward to working with you on this important water quality project. If you have any questions about your award, please contact the WQIP program staff at <u>user.water@dec.ny.gov</u>.

Sincerely, Sean Mahar

Interim Commissioner

SUBJECT: Accept CFA	Grant	Date: <u>1/13/2025</u>
DEPT OF ORIGIN: Villa	ge Manager	Bill #2-2025
DATE SUBMITTED 1/8	<u>3/2025</u>	EXHIBITS:
APPROVED AS TO FOR	M:	
Village Attorney		Village Administration
EXPENDITURE REQUIRED: \$	AMOUNT BUDGETED: \$	
	SUMMAR	RY STATEMENT
Resolution to accept CFA	grant for 1-3 Main Str	eet Waterway Restoration Project
	RECOMM	ENDED ACTION
Approval of Resolution		
MOVED BY:	SECON	DED BY:
VOTE ON ROLL CALL:		
MAYOR WILLIAMS	<u></u>	
TRUSTEE BRUNETTE		
TRUSTEE RYAN		
TRUSTEE SCOLLIN		
TRUSTEE WHITE		

-

# RESOLUTION ACCEPTING CFA GRANT FOR 1-3 MAIN STREET WATERWAY RESTORATION PROJECT

**WHEREAS**, the Village submitted a EFP Consolidated Funding Application (CFA) to aid in the rehabilitation of the basement waterway at 1-3 Main Street, and,

WHEREAS, the Village of Saranac Lake has been awarded a CFA grant in the amount of \$526,313 for waterway restoration project, and,

WHEREAS, the previously authorized local match amount of \$175,437 is required from the Unrestricted Fund Balance of the General Fund.

**THEREFORE, BE IT RESOLVED,** the Village of Saranac Lake Board of Trustees authorizes the acceptance of the CFA grant and required local match amount.



New York State Parks, Recreation and Historic Preservation

KATHY HOCHUL Governor RANDY SIMONS Commissioner Pro Tempore

December 23, 2024

Bachana Tsiklauri Village Manager Village of Saranac Lake 39 Main Street Saranac Lake, NY 12983

Dear Bachana Tsiklauri:

Thank you for your application under the Environmental Protection Fund Grant Program for Parks, Preservation and Heritage (EPF) through the Regional Economic Development Councils (REDC) and the Consolidated Funding Application (CFA) Round 14 Initiative.

The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) is proud to have contributed over \$26 million to this year's CFA. I am pleased to inform you that a matching grant of up to \$526,312 has been reserved from the EPF for the 1-3 Main Street Waterway Restoration project.

OPRHP recognizes the vital role this project will play in enhancing the parks, environment, character, quality of life, and economic vitality of your community, and we are delighted to be able to provide a grant award for the project. OPRHP is grateful to the Governor and state legislators for their commitment to funding this program year after year.

Our agency will contact you in the near future to clarify specific details about the project, including those elements of the proposed scope and budget that have been accepted for funding. The future communication will describe grantee next steps, reimbursement terms, employment requirements, environmental and historic preservation review requirements, and other terms and conditions. I urge you to work closely with our program staff and caution you to not begin work on your project until all appropriate contract conditions have been satisfied.

If you applied for funding from other programs or other State agencies, you will receive information from those programs/agencies separately.

Our Grants Office looks forward to working in partnership with you to successfully advance your project.

Congratulations,

Randy Simons Commissioner Pro Tempore

SUBJECT: Account Clerk	Permanent Hire	Date: <u>1/13/2025</u>
DEPT OF ORIGIN: Villag	e Manager	Bill #3-2025
DATE SUBMITTED 1/8/	2025	EXHIBITS:
APPROVED AS TO FORM	И:	
Village Attorney		Village Administration
EXPENDITURE REQUIRED: \$	AMOUNT BUDGETED: \$	
		<b>XY STATEMENT</b>
Authorize the Village Mana	iger to permanently h	ire Ana Rottner-Ruiz as an Account Clerk.
	RECOMM	ENDED ACTION
Approval of Resolution		
MOVED BY:	SECON	
	SECON	DED BY:
VOTE ON ROLL CALL:		DED BY:
		DED BY:
MAYOR WILLIAMS	SECON	DED BY:
VOTE ON ROLL CALL: MAYOR WILLIAMS TRUSTEE BRUNETTE TRUSTEE RYAN	SECON	DED BY:
MAYOR WILLIAMS TRUSTEE BRUNETTE	SECON	DED BY:

# RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO PERMANENTLY HIRE AN ACCOUNT CLERK

WHEREAS, The Village of Saranac Lake has completed the review of the account clerk list with Franklin County Civil Service, and,

WHEREAS, The Franklin County Civil Service has certified that Ana Rottner-Ruiz, has satisfactorily passed the test for account clerk, and,

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees authorizes the Village Manager to permanently hire Ana Rottner-Ruiz as an account clerk.

SUBJECT: Amendment to HRA Account for PBA Contract

Date: 1/13/2025

DEPT OF ORIGIN: Village Manager

Bill # \_\_\_\_\_\_\_

DATE SUBMITTED: 1/8/2025

APPROVED AS TO FORM:

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Village Attorney

Village Administration

EXHIBITS:

EXPENDITURE REQUIRED: AMOUNT BUDGETED: APPROPRIATION REQUIRED:

Resolution to approve the amendment of the Village of Saranac Lake Health Reimbursement Account (HRA) for the PBA

MOVED BY: \_\_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS

TRUSTEE BRUNETTE

TRUSTEE RYAN

TRUSTEE SCOLLIN

TRUSTEE WHITE

#### VILLAGE OF SARANAC LAKE HEALTH REIMBURSEMENT ACCOUNT AMENDMENT

**WHEREAS**, the Village of Saranac (the "Employer") maintains the Village of Saranac Health Reimbursement Account (the "Plan") for the benefit of certain of its employees; and

WHEREAS, pursuant to the applicable section of the Plan, the Employer desires to amend the Plan to reflect changes in the funding amounts;

NOW, THEREFORE, the Plan is hereby amended as follows, effective as provided therein:

#### Effective for Plan Years beginning January 1, 2025:

#### Administration

[X] Account-Based HRA. The Plan will be administered as an account-based HRA:

- a. The Employer will credit an amount to the Participant's HRA for the Period of Coverage as follows:
  - 1. [] Discretionary
  - 2. [] \_\_\_\_% of the Participant's Compensation
  - 3. [] \$\_\_\_\_ per Participant
  - 4. [X] Coverage-Based Amounts:
    - A. Participant Only:
    - B. Participant plus 1:
    - C. Participant plus tax dependents:
    - D. Family:
    - E. Other:
  - 5. [X] Other: Police: \$7,470 (Participant only) or \$14,900 (Family)

**IN WITNESS WHEREOF**, the Employer has caused this Amendment to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

#### VILLAGE OF SARANAC LAKE:

Signature:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title/Position:\_\_\_\_\_

#### VILLAGE OF SARANAC LAKE HEALTH REIMBURSEMENT ACCOUNT SUMMARY OF MATERIAL MODIFICATIONS

The purpose of this Summary of Material Modifications is to inform you of a change that has been made to the Village of Saranac Lake Health Reimbursement Account. This change has affected the information previously provided to you in the Plan's Summary Plan Description (SPD). The Summary Plan Description is modified as described below.

For the Plan Year beginning January 1, 2025:

The Employer will credit the following coverage-based amounts to your HRA account for the Period of Coverage.

Police:

- Participant Only: \$7,470.00.
- Participant plus 1: \$14,900.00.
- Participant plus dependents: \$14,900.00.
- Family: \$14,900.00.

	SimplyBlue Plus Bronze 4		
lan Overview			
lan ID	78124NY1000169-00 (TCI0)		
lan Name	SimplyBlue Plus Bronze 4		
ggregation Design	Family Aggregation		
Plan Highlights	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. New for 2024, includes ThriveWell.		
lan Type	Deductible HSA		
ISA Eligible	Yes		
Quote Effective	01/01/2024 - 03/33/2024		
Plan features			
Primary Care Physician PCP)	Not Required	2 Parts	
leferrals	Not Required		
Out of network benefits	Covered at 100%, subject to the deductible		
Out of area benefits	Coverage provided worldwide through our BlueCard® Network		
Student/Dependent coverage	Qualified dependents are covered to age 26		
Domestic partner	Covered		
	New in 2024: ThriveWell, powered by Virgin Pulse, will be embedded in all plans, offering rewards of up to \$200 per subscriber and \$200 per spouse, or domestic partner, for a total rewards pa of up to \$400 per plan year.		
Vellness Incentives	New in 2024: ThriveWell, powered by Virgin Pulse, will be embedded in all plans of up to \$400 per plan year.	s, offering rewards of up to \$200 per subscriber and \$200 per spouse, or domestic partner, for a total rewards	
	of up to \$400 per plan year.	, offering rewards of up to \$200 per subscriber and \$200 per spouse, or domestic partner, for a total rewards	
Plan cost-sharing highlig Plan cost-sharing	of up to \$400 per plan year.	e, offering rewards of up to \$200 per subscriber and \$200 per spouse, or domestic partner, for a total rewards Out-of-Network	
Plan cost-sharing highlig Plan cost-sharing Nghlights	of up to \$400 per plan year.		
Plan cost-sharing highlig Plan cost-sharing Nghlighta Primary Care Office Visit	of up to \$400 per plan year. hts In-Network	Out-of-Network	
Plan cost-sharing highlig Plan cost-sharing highlights Primary Care Office Visit Specialist Office Visit	of up to \$400 per plan year. hts In-Network Covered at 100%, subject to the deductible	Out-of-Network Covered at 100%, subject to the deductible	
Plan cost-sharing highlig Plan cost-sharing Nghlights Primary Care Office Visit Specialist Office Visit Coinsurance	of up to \$400 per plan year. hts In Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible	Out-of-Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible	
Plan cost-sharing highlig Plan cost-sharing highlights Primary Care Office Visit Specialist Office Visit Coinsurance Deductible	of up to \$400 per plan year. hts In-Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible Covered at 100%	Out-of-Network     Covered at 100%, subject to the deductible     Covered at 100%, subject to the deductible     Covered at 100%	
Plan cost-sharing highlig Plan cost-sharing highlights Primary Care Office Visit Specialist Office Visit Coinsurance Deductible Dut of pocket maximum	of up to \$400 per plan year. hts In-Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible Covered at 100% In-Network \$8,000 Individual / \$16,000 Family	Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible   Covered at 100%   Out-of-Network: \$10,000 Individual / \$20,000 Family	
Wellness Incentives Plan cost-sharing highlig Plan cost-sharing highlights Primary Care Office Visit Specialist Office Visit Coinsurance Deductible Out of pocket maximum Lifetime maximum Plan Benefits	of up to \$400 per plan year. hts In-Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible Covered at 100% In-Network _\$6,000 Individual / \$16,000 Family \$8,000 Individual / \$16,000 Family	Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible   Covered at 100%   Out-of-Network: \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family	
Plan cost-sharing highlig Plan cost-sharing highlights Primary Care Office Visit Specialist Office Visit Coinsurance Deductible Out of pocket maximum Lifetime maximum	of up to \$400 per plan year. hts In-Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible Covered at 100% In-Network _\$6,000 Individual / \$16,000 Family \$8,000 Individual / \$16,000 Family	Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible   Covered at 100%   Out-of-Network: \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family	
Plan cost-sharing highlig Plan cost-sharing highlights Primary Care Office Visit Specialist Office Visit Coinsurance Deductible Dut of pocket maximum Lifetime maximum Plan Benefits Preventive Healthcare Services	of up to \$400 per plan year. hts In Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible Covered at 100% In Network \$8,000 Individual 7 \$16,000 Family \$8,000 Individual 7 \$16,000 Family None	Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible   Covered at 100%   Out-of-Network: \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   None	
Plan cost-sharing highlig Ian cost-sharing highlights Primary Care Office Visit Specialist Office Visit Coinsurance Deductible Dut of pocket maximum Lifetime maximum Plan Benefits Provides Well child visits Adult routine physical	of up to \$400 per plan year. hts In-Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible Covered at 100% In-Network \$6,000 Individual? \$16,000 Family None In-Network	Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible   Covered at 100%   Out-of-Network: \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   None   Out-of-Network	
Plan cost-sharing highlig Ian cost-sharing highlig Primary Care Office Visit Specialist Office Visit Coinsurance Deductible Dut of pocket maximum Lifetime maximum Plan Benefits Provides Well child visits Adult routine physical exams	of up to \$400 per plan year. hts In-Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible Covered at 100% In-Network 56,000 Individual / \$16,000 Family \$8,000 Individual / \$16,000 Family None In-Network Covered in Full	Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible   Covered at 100%   Out-of-Network: \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   None   Out-of-Network   Covered at 100%, subject to the deductible	
Plan cost-sharing highlig Primary Care Office Visit Specialist Office Visit Coinsurance Deductible Dut of pocket maximum Lifetime maximum Plan Benefits Proventive Healthcare Services Well child visits Adult routine physical exams +Adult immunizations	of up to \$400 per plan year. hts In-Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible Covered at 100% In-Network 56,000 Individual / \$16,000 Family \$8,000 Individual / \$16,000 Family None In-Network Covered in Full Covered in Full	Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible   Covered at 100%   Out-of-Network: \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   None   Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible	
Plan cost-sharing highlig Primary Care Office Visit Specialist Office Visit Coinsurance Deductible Dut of pocket maximum Lifetime maximum Plan Benefits Preventive Healthcare Services Well child visits Adult routine physical exams +Adult immunizations +Mammography	of up to \$400 per plan year. hts In-Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible Covered at 100% In-Network 56,000 Individual / \$16,000 Family \$8,000 Individual / \$16,000 Family None In-Network Covered in Full Covered in Full Covered in Full Covered in Full	Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible   Covered at 100%   Out-of-Network: \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   None   Out-of-Network   Covered at 100%, subject to the deductible	
Plan cost-sharing highlig Plan cost-sharing highlights Primary Care Office Visit Specialist Office Visit Coinsurance Deductible Out of pocket maximum Lifetime maximum Plan Benefits Preventive Healthcare	of up to \$400 per plan year. hts In-Network Covered at 100%, subject to the deductible Covered at 100%, subject to the deductible Covered at 100% In-Network 58,000 Individual / \$16,000 Family \$8,000 Individual / \$16,000 Family None In-Network Covered In Full Covered In Full Covered In Full Covered In Full	Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible   Covered at 100%   Out-of-Network: \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   \$10,000 Individual / \$20,000 Family   None   Out-of-Network   Covered at 100%, subject to the deductible   Covered at 100%, subject to the deductible	

	SimplyBlue Plus Bronze 4		
Plan Overview			
Plan ID	78124NY1000169-00 (TFS0)		
Plan Name	SimplyBlue Plus Bronze 4		
ggregation Design	Family Aggregation		
Plan Highlights	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. Plan includes ThriveWell.		
Plan Type	Deductible HSA		
ISA Eligible	Yes		
Quote Effective	01/01/2025 - 03/31/2025		
Plan features			
Primary Care Physician PCP)	Not Required		
Referrals	Not Required		
Out of network benefits	Covered at 100%, subject to the deductible		
Out of area benefits	Coverage provided worldwide through our BlueCard® Network		
Student/Dependent coverage	Qualified dependents are covered to age 26		
Domestic partner	Covered		
Wellness Incentives	ThriveWell, a digital home base dedicated to engaging in health and wellbeing. This digital hub will include rewards of up to \$200 per subscriber and \$200 per spouse, or domestic partner, for a total rewards payout of \$400 per plan year.		
Plan cost-sharing highlig	phts		
Plan cost-sharing highlights	In-Network	Out-of-Network	
Primary Care Office Visit	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	
Specialist Office Visit	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	
Coinsurance	Covered at 100%	Covered at 100%	
Deductible	In-Network: \$8,300 Individual / \$16,600 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family	
Out of pocket maximum	In-Network: \$8,300 Individual / \$16,600 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family	
_ifetime maximum	None	None	
Plan Benefits			
Preventive Healthcare Services	In-Network	Out-of-Network	
Well child visits	Covered In Full	Covered at 100%, subject to the deductible	
Adult routine physical exams	Covered In Full	Covered at 100%, subject to the deductible	
+Adult immunizations	Covered In Full	Covered at 100%, subject to the deductible	
+Mammography	Covered In Full	Covered at 100%, subject to the deductible	
+Pap smear	Covered In Full	Covered at 100%, subject to the deductible	
Routine GYN Exam	Covered In Full	Covered at 100%, subject to the deductible	
+Prostate cancer	Covered In Full	Covered at 100%, subject to the deductible	

thirty (30) calendar days written notice of its intent to change carriers or plans. The PBA, upon written notice to the Village within thirty (30) calendar days, shall be allowed to by-pass the preliminary steps of the Grievance Procedure and submit the issue(s) directly to arbitration under PERB's administration. The Village shall not make any changes in insurance plan or carrier pending the receipt of the Arbitrator's opinion and award. The following criteria shall be considered the Arbitrator in deciding the question submitted: The carrier chosen must be an insurance company licensed to do business in New York State; the plan of insurance must provide at least the same benefits (including prescription drug coverage) in all respects as those in Excellus EPOI or MVP EPO Preferred as described; the geographic areas of acceptability shall be the same in all respects and the participating providers shall be provided when possible. It is recognized that the participating providers may change to some degree if a change in carrier or plan occurs; however, the Village is to make its best efforts to provide an equal number of providers in the same medical specialty as would exist in the Excellus EPOI or MVP Preferred Plan as described. The PBA and Village will set up a committee to look into cost saving measures regarding the health care provider.

Section 1(B):

Effective January 1, 2016, the Village changed the plan to the Excellus BCBS Platinum 2 Plan. Effective January 1, 2020, the Excellus BC/BS Platinum 2 Plan will be replaced with the Excellus BC/BS Bronze 4 Plan. A copy of the plan description is attached to the agreement and incorporated herein. The Excellus BC/BS Bronze 4 Plan has \$6,550/\$13,100 deductible/out-of-pocket a maximum for individual/dependent coverages. The Village will fund a Health Reimbursement Account (HRA) covering 90% of the applicable deductible/out-of-pocket maximums coverages. Each year the HRA will be funded by the Village so that the HRA will begin each year at 90% of the deductible/out-of-pocket maximums coverages. The HRA shall be available to employees and dependents to fund the first 90% used of the deductible/out-of-pocket maximum.

The Village may also offer employees additional or different health insurance plans and/or insurance carriers provided that the benefits and coverage available to employees are at least the same as those provided by the Excellus BC/BS Bronze 4 Plan. If such additional or different health insurance plan(s), other than Excellus BC/BS Bronze 4 Plan, require co-pays or impose other charges or costs upon employees that are higher than those in the Excellus BC/BS Bronze 4 Plan as described in the plan description, the Village shall reimburse employees for those copays, charges or costs to the extent that they exceed those under the Excellus BC/BS Bronze 4 Plan. Employees seeking reimbursement must submit documentation monthly to the Village's designated agent establishing the costs they incurred. The Village shall reimburse employees within two (2) weeks of the date of receipt of the documented demand for reimbursement.

SUBJECT: Provisionally Hire HEO

Date: 1/13/2025

DEPT OF ORIGIN: Village Manager

Bill # <u>5-2025</u>

DATE SUBMITTED: <u>1/8/2025</u>

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED:

AMOUNT BUDGETED: APPROPRIATION REQUIRED:

Resolution to authorize the Village Manager to provisionally hire HEO for Mount Pisgah

MOVED BY: \_\_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS

TRUSTEE BRUNETTE

TRUSTEE RYAN

TRUSTEE SCOLLIN

TRUSTEE WHITE

# RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO PROVISIONALLY HIRE HEO FOR MOUNT PISGAH

WHEREAS, the Village of Saranac Lake is committed to maintaining a full staff, and,

WHEREAS, the Village currently has vacant position of Heavy Equipment Operator (HEO), and,

WHEREAS, Jeremy Parent has been recommended to the position of HEO for Mount Pisgah, and,

**WHEREAS**, the hire of Jeremy Parent to the position of HEO will be provisional pending the approval of Franklin County Civil Service.

**THEREFORE, BE IT RESOLVED,** the Village Manager is authorized to provisionally hire Jeremy Parent as HEO for Mount Pisgah.

SUBJECT: Saranac Lake Volunteer Fire Contract

Date: 1/13/2025

DEPT OF ORIGIN: Village Manager

Bill # <u>6-2025</u>

DATE SUBMITTED: 1/8/2025

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED: AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

Authorize the 2025-2026 Volunteer Fire Contract

MOVED BY: \_\_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR WILLIAMS

TRUSTEE BRUNETTE

TRUSTEE RYAN

TRUSTEE SCOLLIN

TRUSTEE WHITE

## AGREEMENT

THIS AGREEMENT, made effective the \_\_\_\_\_ day of January, 2025,

**BETWEEN: VILLAGE OF SARANAC LAKE,** INC., a municipal corporation duly organized and existing under the laws of the State of New York with principal offices located at 39 Main Street, Saranac Lake, New York, (hereinafter designated as the "Village")

and

SARANAC LAKE VOLUNTEER FIRE COMPANY, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New York with principal offices located at Broadway, Saranac Lake, New York (hereinafter designated as the "Fire Company"). Contract to be in place and fully in effect from January\_\_\_\_\_, 2025 to December 31<sup>st</sup>, 2025.

#### WITNESSETH:

WHEREAS, the Village maintains a Fire Department pursuant to the provisions of New York Village Law Article 10 for the purpose of providing and furnishing within the Village's corporate limits (a) fire protection and (b) emergency services, including but not limited to emergency rescue in cases of accidents, calamities, alarms of fire, personal injuries and other emergencies in connection with which the services of firemen and emergency rescue personnel would be required; and

WHEREAS, the Fire Company has heretofore been organized, established and incorporated with the approval of the Village's Board of Trustees pursuant to Village Law §10-1004 for the purpose of providing volunteer members to operate the Village's Fire Department and provide such fire protection and emergency services in accordance with and subject to the requirements of applicable State and Federal laws, rules and regulations, including but not limited to New York Village Law Article 10; and

WHEREAS, the Village annually appropriates funds in its municipal budget to finance the operations of its Fire Department; and

WHEREAS, there has been duly established in Franklin County Town of Harrietstown and in Essex County Towns of St. Armand and North Elba, Fire Protection Districts embracing territory in each said Town; and

WHEREAS, contracts with said Towns, and Trustees for their respective fire Protection Districts, have heretofore been entered into by the Village providing for the furnishing to said districts and the properties therein fire protection pursuant to General Municipal Law Article 10; and

WHEREAS, the Fire Company has approved and consented to said agreements; and

the Fire Company represents that its members are qualified, trained and capable of providing and furnishing such services and that the Fire Company and its members possess the leadership and professionalism necessary to properly and competently perform such services; and

WHEREAS, a public hearing has been held pursuant to Village Law 4-412(b) following proper notice as required thereby, and,

WHEREAS, the Village and the Fire Company desire to set forth their respective rights and responsibilities relative to the operation of the Village's Fire Department and the furnishing of {a) fire protection and emergency services within the corporate limits of the Village and (b) fire protection and emergency rescue in the town fire protection districts with which the Village contracts for such services.

**NOW THEREFORE,** in consideration of the mutual terms, conditions and covenants herein, the receipt of good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties hereby agree as follows:

1. The monies required to be paid or expended by said Towns under the terms of the contracts with the Village shall be apportioned between the Village and the Fire Company as follows: The Village agrees to pay the Fire Company the annual sum of Ninety-two Thousand and Two hundred dollars (\$92,200.00) during the term of this contract. Said annual sum shall be paid in two equal installments with the first such installment being paid on April 1, and the second such installment being paid on October 1.

2. The Village does hereby engage and retain the Fire Company, and the Fire Company hereby agrees to provide all necessary qualified, trained and competent personnel, to furnish:

 $\cdot$ (a) Fire protection and emergency services (including but not limited to emergency rescue) within the corporate limits of the Village in cases of accidents, calamities, alarms of fire, personal injuries and other emergencies in connection with which the services of firemen, fire equipment, and emergency rescue personnel and equipment would be required; and

(b) Fire protection pursuant to Article 10 of the General Municipal Law to the town fire protection districts for which the Village has entered into a contract therefore and which has been approved by the Fire Company pursuant to General Municipal Law §209-d, and/or

(c) Emergency rescue and first aid squad relief pursuant to General Municipal Law

§209-b to the town fire protection districts for which the Village has entered into a contract therefore and which the Fire Company pursuant to General Municipal Law §209-d has approved.

3. In consideration of the services to be provided and furnished by the Fire Company, the Village agrees to:

(a) Provide suitable space in the Village's firehouse for the Fire Company and its members to use and occupy, and in which to store their own equipment, in connection with the fire company's performance of this agreement;

(b) Provide communications equipment and dispatching facilities;

(c) Provide and pay for the costs of insurance coverage as follows:

(1) Worker's compensation insurance for the members of the Fire Company and any other fire department personnel including but not limited to paid fire drivers;

(2) Public liability insurance insuring the Village and the Fire Company in an amount of not less than \$1 million dollars per occurrence, single limit for bodily injury for death and/or property damage;

(3) Fire, casualty and multi-peril insurance insuring the firehouse and all of the contents thereof owned by the Village.

(d) As part of the consideration paid by the Village to the Fire Company under this Agreement, in addition to the cash payment to be made, and in furtherance of a proper Village purpose, this Agreement includes the value of the Village providing regular maintenance and repairs to all fire department and Fire Company vehicles, apparatus and equipment including but not limited to annual hose testing, ladder testing, air pack servicing/inspection and extrication tools servicing/inspection.

4. In addition to the services to be provided and furnished by the Fire Company, the Fire Company agrees to:

(a) Provide the Village with a copy of the Fire Company's Federal tax return each year after the said return has been filed with the IRS;

(b) Provide, prepare, maintain and file all report forms and other documents required by State and/or Federal law, rule or regulation, as we as those customarily kept by municipal fire departments in the State of New York and as requested by the Village;

(c) Provide qualified, competent, trained and experienced personnel to perform and furnish the services required of the Fire Company under this agreement;

(d) Comply with and abide by all lawful rules, regulations and directives of the Village's Board of Trustees, so long as said rules, regulations and directives do not directly contradict the Fire Company's certificate of incorporation or its by-laws;

(e) Comply with and abide by all applicable State and Federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement subject to funding by the Village.

(f) Obtain and keep in full force and effect any and all licenses, permits and certificates required by any government authority having jurisdiction over the rendition and performance of the services to be furnished by the Fire Company under this agreement; and

(g) Promptly advise the Village of all damages to property of the Village or of others, or of injuries incurred by persons (including but not limited to members of the Fire Company), in any manner relating, either directly or indirectly to the performance of this agreement.

5. All policies of insurance to be provided by the Village and/or the Fire Company shall provide that the same may not be cancelled except upon twenty (20) days prior written

notice to the Village and Fire Company. The Village shall provide written proof of such insurance to the Fire Company at the time of the execution of this agreement, and whenever such insurance coverage are renewed during the term of this agreement.

6. It is understood and agreed that ownership in and title to any equipment, supplies, materials, vehicles, apparatus, appliances, goods and/or other personal or real property purchased or otherwise acquired with Village funds shall be with and remain with the Village and the Fire Company shall make no claim of any kind or nature therein or thereto. It is understood and agreed that ownership in and title to any equipment, supplies, materials, vehicles, apparatus, appliances, goods and/or other personal or real property purchased or otherwise acquired with Fire Company funds, including funds paid to the Fire Company by the Village pursuant to paragraph 1 (a) of this Agreement, shall be with and remain with the Fire Company and the Village shall make no claim of any kind or nature therein or thereto.

7. This agreement shall expire at the end of the day of December 31, 2025.

8. This agreement may be terminated without cause by either party upon 180 days prior written notice. In the event this agreement is terminated by either party, and the Village has paid monies to the Fire Company pursuant to paragraph 1 above, the Fire Company shall promptly refund the remaining monies to the Village. To arrive at the refund amount, a proration shall be used based on the termination date and the number of days remaining in the payment period as described in paragraph 1 above.

9. The Fire Company and its members, while engaged in the performance of their duties in providing the services to town fire protection districts, shall have the same rights, privileges, and immunities as if performing the same inside the corporate limits of the Village.

10. The Village and the Fire Company each agrees to indemnify, hold harmless and defend the other from all damages, claims, judgments, losses, costs and expenses, including but not limited to attorney fees, which may after this agreement may at any time be incurred, suffered, sustained by or imposed upon the other by third parties, by reason of acts or omissions of the other, arising out of, by virtue of, or incident to the services contemplated to be provided by the other under this agreement, including but not limited to bodily injury, sickness, disease, death, or destruction of tangible property which is caused in whole or in part solely by the act or omission of the Village or Fire Company, or anyone directly employed by one or the other. Whenever any loss, cost, damage or expense covered by this paragraph is paid in whole or in part by insurance proceeds, then the party so insured releases the other party from any liability they have on account of such loss, cost, damage or expenses to the extent of the amount recovered by reason of such insurance, and waives

right or subrogation which might otherwise exist in or accrue to any person on account of it, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate such insurance coverage or to increase its cost, except as otherwise provided by law including but not limited to General Municipal Law 205-b and 205-g.

11. The services to be furnished and rendered under this agreement by the Fire Company shall be available to any and all residents of the Village and/or the town fire protection districts without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment.

13. The Fire Company shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Village Treasurer and/or Manager, the State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, shall have access to the Records during normal business hours at an office of the Fire Company within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposed of inspection, auditing and copying. The Village shall take reasonable steps to p.rotect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that; (a) the Fire company shall timely inform an appropriate Village official, in writing, that said records should not be disclosed; and said records shall be sufficiently identified; and (b) designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Village's right to discovery in any pending or future litigation.

14. The Village shall have no liability under this contract to the Fire Company or to any other person or entity beyond the amount funds appropriated and available for this contract.

15. This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Fire Company, without the prior written consent of the Village, and any attempts to assign the contract without the Village's written consent are null and void.

16. Whenever the term "Fire Company" is used in this agreement, such term shall include and apply to all members, employees, officers, directors and agents, if any, of the Fire Company.

17. This agreement may not be amended, modified or renewed except by written agreement signed by the Fire Company and the Village.

18. This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

19. In the event that, for any reason, a new contract is not executed and effective at the end of the term of this Agreement, then the Parties hereto acknowledge that the terms of this Agreement will continue for a period not to exceed sixty (60) days or as long as the Parties hereto are engaging in contract negotiations, whichever is longer. Upon the termination of or failure of contract negotiations, the Agreement shall terminate, if not agreed upon, and the parties shall negotiate a new agreement. Nothing however, shall impair the rights of the parties to negotiate and agree to a new agreement retroactive to the termination date of this agreement or any extension thereof pursuant to Village Law 4-412(9)(c).

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement effective the day and year first above written.

FOR: Village of Saranac Lake

BY:\_\_\_\_\_

ITS: \_\_\_\_\_

FOR: Saranac Lake Volunteer Fire Company, INC.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_