



# TOWN OF NORTH ELBA

## AGENDA

TUESDAY, NOVEMBER 13, 2012

6:40PM Public Hearing Water and Sewer  
6:45PM Public Hearing 2013 Preliminary Budget  
7:00 PM Regular Board Meeting

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approve Agenda
4. Approve Minutes October 9, 2012 Board Meeting.
5. Persons Present Opportunity to Speak
6. Old Business:
  - a.
7. New Business:
  - a. Budget Amendments
  - b. Town Hall Closed – 11/22 and 11/23 Thanksgiving
  - c. Approve Saranac Lake Rescue Squad Contract
  - d. Saranac Lake Fire Contract
  - e. Engineering Agreement – Creighton Manning
  - f. Fuel Use Agreement – Essex County
  - g. MOU Essex Co. Transportation
  - h. Approval of 2013 Budget
8. Committee Reports:
9. Town Attorney Reports
10. Essex County Update
11. Approve Audits as per Audit #'s
12. Executive Session
13. Adjournment

**LEGAL NOTICE**  
**NOTICE OF HEARING ON PRELIMINARY BUDGET-TOWN OF NORTH ELBA**

Notice is hereby given that the Preliminary Budget of the Town of North Elba for the fiscal year beginning January 1, 2013 has been completed and filed in the Office of the Town Clerk, 2693 Main Street, Lake Placid, New York, where it is available for inspection by any interested parties during regular business hours.

Further notice is hereby given that the Town Board of North Elba will meet and review said Preliminary Budget and hold a Public Hearing in the Meeting Rooms of the North Elba Town Hall at 6:45 p.m. on Tuesday, November 13, 2012 and that at such hearing any person may be heard in favor of or against the Preliminary Budget as compiled or any item or items contained therein. Senior Citizens and minority groups are welcome to participate.

Pursuant to Section 108 of the Town Law, the proposed salaries of the following Town Officers are hereby specified as follows:

Supervisor	\$30,000.00
Town Justice-Dean Dietrich	\$ 9,322.30
Town Justice-James Rogers, III	\$ 9,322.30
Councilman-Each	\$ 6,864.00
Town Clerk/Collector	\$41,785.12
Superintendent of Highways	\$49,141.65
Assessors part-time	\$ 3,764.80
Assessor, chairman	\$38,947.22

By Order of the Town Board



Laurie Curtis Dudley,  
Town Clerk  
Town of North Elba

Dated: October 23, 2012  
Published: November 2, 2012

## PUBLIC NOTICE

Pursuant to Section 239 of the Town Law, notice is hereby given of Public Hearings for the purpose of reviewing the assessment rolls of the Water and Sewer Districts in order that the Town Board of North Elba may hear and consider any objections. The hearings will be scheduled as follows in the Meeting Room of the North Elba Town Hall, 2693 Main Street, Lake Placid, New York on Thursday, November 13, 2012

Consolidated Sewer District  
Benefit Water District 1& 2 (no budget appropriations for 2013)

6:35 P.M.

By Order of the Town Board



Laurie Curtis Dudley  
Town Clerk  
Town of North Elba

Dated: October 23, 2012  
Published : November 2, 2012

## **FIRE CONTRACT AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **VILLAGE OF SARANAC LAKE** ("VILLAGE") and the **TOWN OF NORTH ELBA** ("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 & 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 \_\_\_\_\_, 2012 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated \_\_\_\_\_, 2012 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 October 9, 2012 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	North Elba Contract	Payment by February 1, 2013
2013	\$31,204.38	\$31,204.38

Payment is due before February 1, 2013. 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, 2013 to December 31, 2013, 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, 2013.

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 NORTH ELBA

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

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ESSEX )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Town of North Elba, 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 North Elba to execute the foregoing instrument, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

FOR: FIRE DEPARMENT

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF FRANKLIN )

I, **BRENDAN KEOUGH**, residing at **18 St BERNARD ST., 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.

Brendan J Keough

Sworn to before me this 15<sup>th</sup> day of October, 2012.

Christine M. Brehaut  
NOTARY PUBLIC  
Christine M. Brehaut  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 0190823436  
Qualified in Franklin County  
Commission expires December 13, 2014

**AGREEMENT BETWEEN THE TOWN OF NORTH ELBA  
AND THE  
SARANAC LAKE VOLUNTEER RESCUE SQUAD INC.  
FOR EMERGENCY MEDICAL AND TRANSPORT AMBULANCE SERVICES**

This agreement, made the \_\_\_\_ day of \_\_\_\_\_, 2012 between the **TOWN OF NORTH ELBA** (hereinafter "**THE TOWN**"), an organized municipal township within the State of New York and the **SARANAC LAKE VOLUNTEER RESCUE SQUAD INC.** (hereinafter "**RESCUE SQUAD**"), a not-for-profit corporation organized and existing under the laws of the State of New York, with its office and principal place of business in the Village of Saranac Lake, State of New York.

In consideration of the mutual promises recited herein and the other good and valuable consideration **THE TOWN** does hereby contract with the **RESCUE SQUAD** to furnish pre-hospital emergency medical care and to provide transport ambulance services of the sick and injured within the borders of said **TOWN** subject to the following provisions:

**1. TERM**

This **AGREEMENT** shall be effective from January 1, 2013 until December 31, 2013.

**2. CONSIDERATION**

In consideration of the provisions outlined in this agreement and as per the 2013 funding request submitted by the **RESCUE SQUAD** to **THE TOWN** on September 20, 2012 **THE TOWN** agrees to pay directly to the **RESCUE SQUAD** the sum of **\$29,333** for provision of services. The payment of the property tax levy (the contractual amount of \$29,333) shall be paid in a lump sum upon **THE TOWNS** collection of sufficient tax receipts, but no later than the 1<sup>st</sup> of April 2013.

Failure to pay the contracted amount to the **RESCUE SQUAD** by April 1, 2013 will be considered a breach of this agreement and will result in the **RESCUE SQUAD** terminating service to **THE TOWN**.

### **3. RESCUE SQUAD OBLIGATIONS**

**A.** The **RESCUE SQUAD** will provide pre-hospital Basic Life Support (BLS) and Advanced Life Support (ALS ) medical services to both residents and non-residents for medical emergencies occurring within **THE TOWN** and will transport to an appropriate hospital facility as necessary. **RESCUE SQUAD** will be solely responsible for supplying, maintaining, and equipping ambulances and for providing sufficient and properly trained personnel for the provision of such BLS and ALS medical care and ambulance service while complying with the lawful mandates of the State of New York Department of Health and the Mountain Lakes Regional EMS Council for the operation of such service.

**B.** The **RESCUE SQUAD WILL NOT PROVIDE** the services of vehicle extrication of entrapped patients during motor vehicle accidents, back country rescue or extraction of patients not in or near a building or near a roadway, water rescue, or ice water rescue. These services will be provided by fire department or other personnel. **THE TOWN** will have to contract separately and directly with these agencies to have these services provided to **THE TOWN**.

### **4. REVENUE RECOVERY**

**A.** The **RESCUE SQUAD** as the transporting agency will bill patients, their insurers (including private insurers, Medicare, and Medicaid) and guarantors at the usual and customary rates as recommended by the **RESCUE SQUAD** and as approved by **THE TOWN** for the provision of ambulance services and where applicable for BLS and

ALS medical care services. The execution of this agreement by **THE TOWN** shall constitute approval thereof. Bills for services will only be submitted to patients transported to or from a health care or health related facility or as otherwise permitted by law. The expenses incurred for pursuing revenue recovery shall be borne by the **RESCUE SQUAD** and the **RESCUE SQUAD** may contract with a vendor(s) to supply revenue recovery services.

B. The **RESCUE SQUAD WILL NOT** seek to collect co-pays or deductibles from residents of **THE TOWN**. A portion of contractual payment to the **RESCUE SQUAD** from **THE TOWN** shall be used to reimburse the **RESCUE SQUAD** for the **RESCUE SQUAD'S** waiver of collection of insurance co-payments and deductibles from **THE TOWNS** residents. The **RESCUE SQUAD** will seek payment of insurance co-payments and deductibles from non-residents of **THE TOWN** to whom services are provided

## **5. OPERATING BUDGET OF RESCUE SQUAD**

The proposed operating budget for the **RESCUE SQUADS** 2014 fiscal year will be submitted to **THE TOWN** for consideration of **THE TOWN** for its 2014 budgetary review September 1, 2013. The proposed budget shall identify and particularize detailed operating expenditures and shall identify revenue sources including the amount projected to be raised from insurance revenue recovery and the amount requested from **THE TOWN** to be raised by property taxes for the **RESCUE SQUAD** to be able to provide service to **THE TOWN** in 2014.

## **6. AUDIT AND FINANCIAL CONTROL.**

Rescue squad recognizes that **THE TOWN** has a fiduciary responsibility to monitor the

financial reporting and transactions associated with the provision of ambulance services, given that the contract for services is funded with tax dollars, and given the requirements of the New York State Comptroller Office that impose oversight obligations on insurance revenue recovery programs.

- A. On a quarterly basis, the **RESCUE SQUAD** will provide access to reports prepared by the **RESCUE SQUAD** or its billing vendor evidencing the number of calls generating bills, the amounts billed, revenue received, accounts deemed uncollectable, and such other non-privileged information as the parties may agree. Nothing herein shall require the **RESCUE SQUAD** to disclose patient's identity or other protected health information as governed by HIPPA or other governmental statute, rule, or regulation.
- B. On an annual basis, the **RESCUE SQUAD** will have an audit of its financial statements performed by a certified public accountant and a copy of such audit including the management letter shall be made available to **THE TOWN**.
- C. The annual **RESCUE SQUAD** budget shall specify the amount of revenue recovery funds for annual operations. Donations made to the **RESCUE SQUAD** shall not be considered revenue for purposes of this paragraph.

## 7. **INDEMNITY**

To the fullest extent permitted by law, the **RESCUE SQUAD** will defend, indemnify, and hold harmless, **THE TOWN** in any claim for personal injuries, damages, or administrative enforcement arising out of the **RESCUE SQUADS'** operations, actions, or obligations under the agreement. To the fullest extent permitted by law, **THE TOWN** will indemnify and hold harmless the **RESCUE SQUAD** any claim for personal injuries, damages, or administrative

enforcement arising out of **THE TOWNS'** operations, actions, or obligations under this **AGREEMENT**.

#### **8. INSURANCE**

The **RESCUE SQUAD** shall procure and maintain general liability insurance including EMS practitioners' liability coverage with limits of liability no less than \$1 million dollars primary coverage per occurrence and \$5 million dollars excess/umbrella, and shall name **THE TOWN** as additional insured on a primary basis under such policy(ies) for any claims arising out of the operations', actions, or obligations of **RESCUE SQUAD** in providing services. The **RESCUE SQUAD** will provide commercial or business vehicle coverage on all vehicles with minimum limits of \$1 million dollars primary coverage, \$5 million dollars excess umbrella. The **RESCUE SQUAD** will provide certificates of insurance to **THE TOWN** evidencing the existence of the procured coverage's and the additional insurance endorsements required herein.

#### **9. SEVERABILITY**

To the extent permitted by law, if any provision of this **AGREEMENT** is deemed by a Court of competent jurisdiction to be void or voidable, all other provisions shall remain enforceable and effective.

#### **10. VENDOR STATUS**

**RESCUE SQUAD** is a vendor to **THE TOWN**. **RESCUE SQUAD** is neither an agent nor a department of **THE TOWN**. Nothing herein should be deemed to infer that an employment or agency relationship exists between the parties.

**11. MODIFICATION**

This **AGREEMENT** may be modified or cancelled upon the written consent of both parties.

**SARANAC LAKE VOLUNTEER RESCUE SQUAD INC.**

By   
Julie A. Harjung President

**TOWN OF** \_\_\_\_\_

By \_\_\_\_\_  
Supervisor

## MEMORANDUM OF UNDERSTANDING

Between

Essex County  
AND  
Town of North Elba

This agreement, made this \_\_\_ day of October, 2012, by and between Essex County, a municipal corporation, with offices and principal place of business located at 7551 Court Street, Elizabethtown, NY 12932, hereinafter referred to as Party of the First Part and/or "County";

And

Town of North Elba, a municipal corporation, with offices and place of business located at 2693 Main Street, Suite 101, Lake Placid, NY 12946, hereinafter referred to as Party of the Second Part and/or "Town".

### **WITNESSETH:**

**Whereas**, County currently provides public transportation services within Essex County to Essex County residents and others and is paid and reimbursed through monies secured pursuant to Section 5311, Title 49, United States Code in the form of federal finance assistance and pursuant to Section 119-r of General Municipal Law of the State of New York relative to the provision of public transportation to a private bus system for established routes; and

**Whereas,** County currently provides and maintains the Whiteface Mountain bus route for Lake Placid, Whiteface Mountain, Towns of Wilmington and Jay; and

**Whereas,** the Town of North Elba is desirous of paying the sum of \$5,000.00 per year for the years 2011, 2012 and 2013, to offset the cost of the Whiteface Mountain bus route to the County and others as and for the benefits which the Town of North Elba realizes in terms of increased tourism and cost effective means for residents in these Towns to travel to their jobs located in and along the route; and

**NOW, THEREFORE,** in consideration of the covenants and promises herein set forth, it is mutually agreed, memorialized and understood by and between Essex County and the Town of North Elba as follows:

1. Town of North Elba agrees to provide Essex County the sum of \$5,000.00, for each of the years 2011, 2012 and 2013, to offset the Whiteface Mountain bus route.
2. Essex County shall submit a separate invoice to the Town of North Elba in the amount of \$5,000.00 lump sum for each of the years 2011, 2012 and 2013.
3. The Whiteface Mountain bus route will be coordinated with the Olympic Regional Development Authority (ORDA) and the Village of Lake Placid.
4. ORDA and Essex County will determine times, stops and frequency of trips between Lake Placid, Whiteface Mountain and the Towns of Wilmington and Towns of Jay and will coordinate with the Village of Lake Placid and Essex County in an effort to reduce traffic through the village streets.
5. Essex County agrees that the bus route will continue and operate at a minimum for the months of December through March of each year.

6. This public transportation service shall be for the benefit of all residents of the Town of North Elba and Essex County together with any and all outside individuals, tourists or other persons desirous of using said public transportation.
7. The term of this agreement shall expire on the thirty-first (31<sup>st</sup>) day of December, 2013.

In Witness Whereof, the parties have set their hands and seals this \_\_\_ day of October, 2012.

**Essex County,**

\_\_\_\_\_  
County Manager or Chairman

**Town of North Elba,**

\_\_\_\_\_  
Roby T. Politi, Supervisor