

TOWN OF SANTA CLARA TOWN BOARD
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town Board of the Town of Santa Clara at 6:00 P.M. on Thursday, December 12, 2024 at the Santa Clara Town Hall, 5367 State Route 30, Saranac Inn, New York for the purpose of considering a contract with the Saranac Lake Volunteer Rescue Squad, Inc. for the contract year 2025. The contract is for the furnishing of pre-hospital emergency medical care and transport ambulance services of the sick and injured within the borders of the Town for a fee of \$41,806.00.

All persons interested in the matter will be heard at such time and place.

Published Date: December 4, 2024

Laurie McGill, Town Clerk
Town of Santa Clara

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

This agreement, made the 1st day of November 2024 between the **TOWN OF SANTA CLARA** (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, 2025 until December 31, 2025.

2. CONSIDERATION

In consideration of the provisions outlined in this agreement and as per the 2025 funding request submitted by the **RESCUE SQUAD** to **THE TOWN** on July 20, 2024. **THE TOWN** agrees to pay directly to the **RESCUE SQUAD** the sum of \$41,806 for provision of services. The payment of the property tax levy (the contractual amount of \$41,806) shall be paid in a lump sum upon **THE TOWN'S** collection of sufficient tax receipts, but no later than the 1st of April 2025.

Failure to pay the contracted amount to the **RESCUE SQUAD** by April 1,2025 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 North Country 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 for 911 services**. 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** 2026 fiscal year will be submitted to **THE TOWN** for consideration of **THE TOWN** for its 2025 budgetary review September 1, 2025. 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 2026.

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 an annual 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.

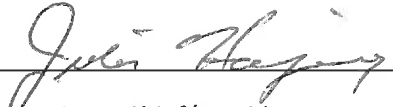
10. VENDOR STATUS

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 Harjung, Chief/President

TOWN OF SANTA CLARA

By _____
Supervisor

THIS AGREEMENT, made this 10th day of November 2024, pursuant to Sections 114 and 115 of the Agriculture and Markets Law of the State of New York,

BETWEEN TRI-LAKES HUMANE SOCIETY, INC., a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office for the conduct of business in the Village of Saranac Lake, County of Franklin, New York, hereinafter designated as the party of the first part, and THE TOWN OF SANTA CLARA, a municipal corporation of the State of New York, situated in the County of Franklin, New York, hereinafter designated as the party of the second part,

WITNESSETH,

WHEREAS the party of the first part is an incorporated humane society, such as is defined in Sections 113 and 114 of the State of New York Agriculture and Markets Law as amended, and

WHEREAS the party of the first part is desirous of providing Dog Control Officer and pound or shelter services as described in Sections 113 and 114 of the State of New York Agriculture and Markets Law as amended, and

WHEREAS the party of the second part wishes to engage the party of the first part to provide said services and the party of the first part wishes to render such services to the party of the second part,

NOW THEREFORE, in consideration of the premises and ONE DOLLAR (\$1.00) lawful currency of the United States of America, paid to the party of the first part, the receipt whereof is hereby acknowledged, and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

1. That the party of the first part shall provide dog control officer services within the territorial area or bounds of the party of the second part, to include:
 - a) Pick up of unlicensed dogs and transport the same to dog pound or shelter if such dogs are required to be licensed;
 - b) Retrieve injured dogs;
 - c) Investigate complaints of dog bites;
 - d) Recover and transport to the dog pound or shelter all dogs not wearing a collar and I.D. tag, which dogs are not on the owners own premises, if the appropriate statutes mandate that said dogs wear a collar and I.D. tag; and
 - e) Issue summonses or appearance tickets with regard to unlicensed and/or dangerous dogs.

2. That the party of the first part will provide shelter services to the party of the second part at its shelter on Lapan Highway in the Village of Saranac Lake, New York in accordance with the requirements of Sections 114 and 115 of New York Agriculture and Markets Law, as amended.

3. That the party of the second part shall pay to the party of the first part the sum of \$930.00 for 2025.

4. Said sum will be paid in one lump sum on the first business day of the New Year.

5. The term of this agreement shall be for one (1) year commencing on the first day of January 2025 and expiring on the 31st day of December 2025.

6. The Town of Santa Clara agrees to the current adoption fees, as posted at the Tri-Lakes Humane Society.

7. Dog census is not included in the above sum.

TOWN OF SANTA CLARA

By: _____ Date: _____
Supervisor

TRI-LAKES HUMANE SOCIETY

By: _____ Date: _____
President



President
Larry Koch
518.891.2835
koch.larry@gmail.com

Vice-President
Susan Manners
610.574.0145
susan.d.manners@gmail.com

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Lynn Harrison
973.219.9457
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Treasurer
Jay Kapolka
518.359.7298
mjkcpa@comcast.net

Date: December 8, 2024

To: The Town of Santa Clara Town Council

From: The Upper Saranac Lake Association

REF: Fire & Rescue Boat

We were surprised to receive notice from Town Supervisor, Robert Curry on December 7 requesting the Fire Boat be removed from the Town Hall Fire Station by December 20 giving us 13 days in the middle of winter to find a semi-heated boat storage location. The Fire Boat has been stored each winter in the garage since the garage was built and we had no earlier indication that the Town would no longer support the Fire Boat endeavor by providing the storage facility. In fact, we were advised in past years that the second bay in the garage was built so the boat could winter there in a safe, semi-heated location; the Town's contribution to the whole Fire Boat endeavor.

Because the boat has been stored there for at least eight years, there was no reason to have the boat winterized for outdoor storage. Unlike a typical motorboat, the Fire Boat has water in pipes of the firefighting equipment that is at risk of freezing, damaging the boat. We are now researching what must be done to winterize this valuable equipment.

The Upper Saranac Lake Association (USLA) purchased the Fire & Rescue Boat in 2008 for use by the Town of Santa Clara (Town) contracted fire department on Upper Saranac Lake. USLA donated the boat to the Saranac Lake Fire Department for fire protection with the agreement that the boat could not be sold but must be returned to USLA when the Saranac Lake Fire Department was no longer contracted by the Town for fire services. That contract expired about 2014 and was replaced by an agreement with the Tupper Lake Volunteer Fire Department (Tupper Fire Dept) for Town fire services. The Town recently renewed that agreement for another 5 years. USLA had the returned Boat reconditioned in 2015 and donated it to the Tupper Fire Dept for use on Upper Saranac Lake, again with the stipulation that the boat must be returned to USLA if either the contract with the Town expires or the boat is unusable.

December 8, 2024

In October of 2023, the Tupper Fire Dept notified USLA in writing that the Fire Boat was no longer in useful operating condition and was unwilling to pay for significant repairs to the boat. While the USLA/Tupper Fire Dept agreement states the Tupper Fire Dept is responsible for maintenance of the boat, it was decided the 18-year-old boat needed some restoration work. Though returned to USLA custody, it was agreed by the USLA board to recondition the boat and return it to service when repairs were completed. Saranac Inn based Tupper Fire Dept personnel have both physically and verbally supported getting the boat back into fighting shape. After roughly \$18,000 and 6 months in the repair shop, the boat now sits on its trailer in the Town fire station garage, only needing the fuel tank pumped to make it perfect. In theory, the Boat will be returned to its dock on Gilpin Bay in May for use on Upper Saranac Lake in 2025.

We are all aware that an 18-year-old boat in great shape is not the same as one that is new or only a few years old. The current boat, while in great shape now, will require more maintenance as time goes on. This is a very sophisticated piece of equipment, with over 500 horsepower from two big engines, capable of traveling at 40 miles an hour, an ability to pump 1500 gallons of water a minute, pull swimmers out of the water at water level and carry a stretcher from anywhere on the lake to the dock. It is well designed and probably capable of doing things we will never need. According to the Tupper Fire Dept records, the boat has been used at two building fires, one boat fire and at least 15 rescues saving numerous lives on the lake since 2015. Tupper Fire Dept tells us there are typically 10+ rescues for every fire. The boat is also used as the rescue boat for the annual 90 miler race and the ceremonial July 4th wooden boat parade.

In a discussion with Town Supervisor Robert Curry this past August, Larry Koch proposed that USLA sell the current boat and purchase a much simpler aluminum hulled boat (Pontoon maybe?) with an outboard motor that would work for water/island rescues and could carry a portable water pump for fire purposes. The town of Harrisville, NY did just that in the last couple of years and it seems to have worked out well. This boat would require little maintenance other than that of a typical outboard motor and would last for years if properly taken care of.

December 8, 2024

Larry also suggested the new boat should be donated to the Town so that its use could be included in the Town fire contract, like the fire engine sitting in the Town Hall firehouse garage. This would allow the town to carry the boat through any new fire contract in the future, provide better maintenance management, and support enhanced Town safety services.

Request:

1. Since we are endeavoring to sell the boat in the Spring, we request the Town work out a plan in the Town garage to store the boat indoors for this winter only.
2. The USLA Board has discussed purchasing a new or slightly used boat, style agreed to by the Town, the Tupper Fire Dept and USLA that USLA would donate to the town to be added to the Town/Tupper Lake Fire Agreement, simplifying future fire services management. USLA would like to enter further discussion with Santa Clara about this purchase.

USLA and the Town have supported a healthy working relationship for decades. The public demands we do all we can to provide a safe community. Let's work together to maintain the fire and rescue coverage of our beautiful town while protecting our assets.

Regards,

Larry Koch
President, USLA

Susan Manners
Vice President, USLA

2023 Town of Santa Clara Short Term Rental Permits

STR #	Primary Owner	Location	Type, Units and Bedrooms	Tax Map #	Date	STR Fee	Primary Contact
23-01	Thomas Komp	149 Church Pond Rd.	1 Unit, 3 Bedrooms	431.4-2-5	10/31/23	\$600.00	Thomas Komp
23-02	Chris Cohan	47 Woodland Ave.	1 Unit, 3 Bedrooms	442.2-6-12	11/2/23	\$600.00	Chris Cohan
23-03	Chris Cohan	21 Loon Over Ln.	1 Unit, 5 Bedrooms	443.1-1-8	11/2/23	\$800.00	Chris Cohan
23-04	Tissot Living Trust	80 Wallace Woods Ln.	1 Unit, 2 Bedrooms	431.4-4-21	11/4/23	\$500.00	Bill Lavair
23-05	Joseph Minkos	23 Back Bay Rd.	1 Unit, 3 Bedrooms	442.2-8-5	11.14,23	\$600.00	Joseph Minkos
23-06	Chris Magadini	228 Moss Rock Rd.	1 Unit, 4 Bedrooms	453.-2-1	11/23/23	\$700.00	Jennifer Downing
23-07	John Dobeck	773 Bartlett Carry Rd.	1 Unit, 3 Bedrooms	473.-2-4	11/30/23	\$600.00	John Dobeck
23-08	Brian Kelahan	20 Back Bay Rd.	1 Unit, 4 Bedrooms	442.2-9-13.200	12/29/23	\$700.00	Brian Kelahan
24-01	Suzannah Taylor	87 Fish Creek Park Rd.	1 Unit, 3 Bedrooms	453.3-6-2	1/16/24	\$600.00	Suzannah Taylor
24-02	Ryan Schneider	40 Fish Hatchery Rd.	1 Unit, 1 Bedroom	432.4-2-9	2/23/24	\$400.00	Ryan Schneider
24-03	Stephen Maikowski	722 Bartlett Carry Rd.	1 Unit 2 Bedrooms	474.-1-13	3/21/24	\$500.00	Stephen Maikowski
24-04	Charles Bechtel	238 Lajuenesse Rd.	1 Unit 5 Bedrooms	453.3-1-12	3/26/24	\$800.00	Charles Bechtel
24-05	Michael Loner	79 Fish Creek Park Rd.	1 Unit 3 Bedrooms	453.3-7-2	3/27/24	\$600.00	Michael Loner
24-06	Sil 77 llc	77 Saranac Inn Ln.	2 Unit 3 Bedrooms	442.2-9-12	3/29/24	\$800.00	Lisa Dixon
24-07	Matthew&Rebecca Hudson	68 County Route 46	1 Unit 5 Bedrooms	442.2-5-17	4/15/24	\$800.00	Matthew Connor
24-08	Robert Duerr	53 Church Pond Rd.	1 Unit 3 Bedrooms	431.4-2-17	4/22/24	\$600.00	Robert Duerr
24-09	Grouse Cove Partnership	94 Moss Rock #154	1 Unit 5 Bedrooms	453.-2-22.100	4/30/24	\$800.00	Alexander Packard
24-10	Grouse Cove Partnership	94 Moss Rock #153	1 Unit 5 Bedrooms	453.-2-22.200	4/30/24	\$800.00	Alexander Packard
24-11	Richard Tudeau	5339 State Route 30	1 Unit 2 Bedrooms	431.4-4-10	4/30/24	\$500.00	Richard Trudeau
24-12	Christine Campisi	3888 State Route 30	1 Unit 3 Bedrooms	473.-1-21	5/1/24	\$600.00	Christine Campisi
24-13	William Wooters	63 Edgewater Lane	1 Unit 4 Bedrooms	442.2-7-5	5/3/24	\$700.00	William Wooters
24-14	Josh Manifold	470 Witichindin Rd.	1 Unit 3 Bedrooms	473.-1-13	5/10/24	\$600.00	Josh Manifold
24-15	5183 State Route 30 LLC	5183 State Route 30	1 Unit 3 Bedrooms	422.2-2-28	5/24/24	\$600.00	James Sonneborn
24-16	OVF LLC	5096 State Route 30	6 Units 12 Bedrooms	442.-2-9.300	5/29/24	\$2,500.00	Andrew True
24-17	Janet & Lorin Sodell	116 Fish Creek Park	1 Unit 1 Bedroom	453.3-8-6	5/30/24	\$400.00	Janet & Lorin Sodell
24-18	David & Rita Ellertson	804 Bartlett Carry Rd.	1 Unit 3 Bedrooms	463.-3-38	6/5/24	\$600.00	David & Rita Ellertson
24-19	Three Trees Camp LLC	1 Dunlap Rd.	7 Units 11 Bedrooms	454.-1-5	6/6/24	\$2,600.00	Lisa Pervival
24-20	The Woodland Keep LLC	49 Woodland Ln.	1 Unit 3 Bedrooms	442.2-6-11	6/14/24	\$600.00	Brent Jones
24-21	Clair Catillaz	67 Floodwood Rd.	1 Unit 4 Bedrooms	442.2-2-16	6/20/2024	\$700.00	Clair Catillaz
24-22	Jason & Lisbel Wolner	821 Bartlett Carry Rd.	1 Unit 2 Bedrooms	463.-3-21	6/21/2024	\$500.00	Jason & Lisbel Wolner
24-23	Aaron Vollrath	35 East shore Ln.	1 Unit 3 Bedrooms	431.4-1-7.300	7/17/2024	\$600.00	Jacob Vernie-Vollrath
24-24	Margaret Altemus	72 Prospect House Ln.	1 Unit 3 Bedrooms	442.2-9-2	7/25/2024	\$600.00	Margaret Altemus
24-25	John Semler	15 Kimpton Rd.	1 Unit 4 Bedrooms	432.3-1-14	8/2/2024	\$700.00	John Semler
24-26	Theodore Lewand	32 Woodland Ln.	1 Unit 3 Bedrooms	443..1-1-5	8/2/2024	\$600.00	Theodore Lewand
24-27	Heather Sullivan-Catlin	146 Fish Creek Park Rd.	1 Unit 2 Bedrooms	453.3-5-12	8/7/2024	\$500.00	Heather Sullivan-Catlin
24-28	Barbara Dunlap	5 Dunlap Rd.	2 Unit 4 Bedrooms	454.-1-2.200	8/21/2024	\$1,000.00	Barbara Dunlap
24-29	Elizabeth Zick	131 #9 Hoel Pond Rd.	1 Unit 5 Bedrooms	431.4-1-12	9/6/2024	\$800.00	Elizabeth Zick
24-30	George Heydweiller	471 Witichindin Rd.	1 Unit 3 Bedrooms	473.-1-12	10/9/2024	\$600.00	George Heydweiller