

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES  
REGULAR MEETING AGENDA 5:30PM  
MONDAY January 13, 2020  
Roberts Rules of Order will be in Effect for this Meeting**

**A. CALL TO ORDER PLEDGE OF ALLEGIANCE**

**B. ROLL CALL:**

**C. AUDITING:**

- a. Pay Vouchers
- b. Approve Minutes 12-23-2019

**D. PUBLIC COMMENT PERIOD:**

**E. CORRESPONDENCE:** Police Monthly Report, Budget Request from Saranac Lake Youth Center, Barton & Loquidice Report on Intersection of Lake Flower and River Street

**F. ITEMS FOR BOARD ACTION**

<b>BILL</b>	<b>1</b>	<b>2020</b>	<b>Promote Steve LaHart to Water &amp; Wastewater Treatment Plant Operator Trainee</b>
<b>BILL</b>	<b>2</b>	<b>2020</b>	<b>Hire Tristin Fitzgerald as a Water &amp; Wastewater Maintenance Helper</b>
<b>BILL</b>	<b>3</b>	<b>2020</b>	<b>Hire Robert VanHouten as a Motor Equipment Operator</b>
<b>BILL</b>	<b>4</b>	<b>2020</b>	<b>Authorize NYS CDBG \$930,000 Grant for Payeville Sewer Improvements</b>
<b>BILL</b>	<b>5</b>	<b>2020</b>	<b>Skyward Hospitality Lease</b>
<b>BILL</b>	<b>6</b>	<b>2020</b>	<b>Bionque Lease</b>
<b>BILL</b>	<b>7</b>	<b>2020</b>	<b>Travel &amp; Training Deputy Clerk Treasurer to GFOA Training in Albany</b>

**G. OLD BUSINESS:**

**H. NEW BUSINESS:**

**I. ITEMS FOR DISCUSSION:**

**J. EXECUTIVE SESSION:** The proposed acquisition/sale/lease of real property when publicity might affect value

**K. MOTION TO ADJOURN:**

**RULES FOR PUBLIC HEARING COMMENTS AND  
PUBLIC COMMENT  
PERIOD OF MEETINGS**

- 1. Anyone may speak to the Village Board of Trustees during the public comment period of a public hearing or the public comment period of the meeting.**
- 2. As a courtesy we ask each speaker to give their name and address.**
- 3. Each speaker must be recognized by the chairperson before speaking.**
- 4. Individual public comment is limited to 5 minutes and may be shortened by the meeting chairperson.**
- 5. 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.**
- 6. Individual time may not be assigned/given to another.**
- 7. A public hearing is meant to encourage resident comment and the expression of opinion, not a direct debate, nor should a commenter be intimidated by a village board rebuttal, therefore public hearings are limited to public comment and should a village response be asked by individuals the response shall be generally given after the public hearing during the village board regular meeting, or subsequently, by telephone or letter, unless factual in nature where the facts are fully known by staff, in which case a village official may respond.**
- 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.**

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.

REGULAR MEETING OF THE BOARD OF TRUSTEES  
December 23, 2019

Everyone stood for the pledge of allegiance.

Roll Call: Deputy Mayor Richard Shapiro  
Trustees Thomas Catillaz and Melinda Little.

Absent: Mayor Clyde Rabideau and Trustee Patrick Murphy

Also present: Village Manager, John Sweeney, Treasurer Elizabeth Benson, and Village Clerk,  
Kareen Tyler.

**AUDITING:**

Chair Deputy Mayor Richard Shapiro called for a motion to approve payment for the 2020 Budget \$211,555.03 voucher number 11042978 to 11043069 complete detail of these vouchers is attached and made part of these minutes.

Motion: Little Second: Catillaz

Roll Call: Little yes Murphy absent Shapiro yes Catillaz yes

**APPROVAL OF MINUTES:**

Chair Deputy Mayor Richard Shapiro called for a motion to approve minute of December 9, 2019

Motion: Little Second: Catillaz

Roll Call: Little yes Murphy absent Shapiro yes Catillaz yes

**CORRESPONDENCE:** Budget Calendar and REDC Award Announcement

Chair Deputy Mayor Richard Shapiro called for motion to accept and place on file the above referenced correspondence.

Motion: Little Second: Catillaz

Roll Call: Little yes Murphy absent Shapiro yes Catillaz yes

**PUBLIC COMMENT PERIOD:**

Mary Kay Benham, Leona Lane Concerns of safety on Leona Lane with sidewalk conditions and traffic during arrival and dismissal time of school children.

**OLD BUSINESS**

None

**ITEMS FOR DISCUSSION**

None

**MOTION TO ADJOURN**

Chair Deputy Mayor Richard Shapiro called for a motion to adjourn.

Motion: Catillaz Second: Little

Roll Call: Little yes Murphy absent Shapiro yes Catillaz yes

Respectfully submitted,  
Kareen Tyler, Village Clerk



# Saranac Lake Police Department

1 Main Street  
Saranac Lake, NY 12983-1795



Telephone: (518) 891-4428  
Fax: (518) 891-6321

## SARANAC LAKE POLICE DEPARTMENT – ACTIVITY REPORT

01/03/2020

### November 2019

### December 2019

Total Calls for service:	185*	200*
Total Arrests:	12	8
Mental Hygiene Law Arrests: (Included in total)	3	0
Accident Investigations:	12	9

### **Equipment:**

New Dodge Charger in service.

### **Administrative:**

Policed Turkey Trot

Coordinated with School and initiated the DARE program for this school year.

Attended Police Academy Graduation of Officer Aaron Sharlow

Policed Christmas Tree Lighting.

Attended numerous meeting and training regarding “bail reform” and discovery.

Policed First Night.

\*Calls for service do not include walk-ins at the station, traffic stops, parking tickets, other interaction with the public which does not necessitate documentation.



# Saranac Lake Youth Center

PO Box 1003 Saranac Lake, NY 12983  
518-891-5846 saranaclakeyouth@gmail.com

*We provide a healthy, substance free, supervised environment for teenagers; offering programs which develop social skills, personal growth and responsibility in a fun and supportive atmosphere.*

## Village of Saranac Lake 2020 Funding Request

*Aleacia Landon  
Director*

*Cris Winters  
President*

*Meg Stanton  
Vice President*

*Susan Arnold  
Treasurer*

*Peggy  
Wiltberger  
Secretary*

*Diane Roberts*

*Dr. Patricia  
O'Gorman*

We thank you so very much for your ongoing support for our youth. The Saranac Lake Youth Center respectfully **requests the Village of Saranac Lake to provide funding in the amount of \$10,000** for the Saranac Lake Youth Center to help meet our operational expenses in 2020. The majority of youth that come to the Center reside in the Village of Saranac Lake.

**The Saranac Lake Youth Center has served the youth, ages 11-18, of the Saranac Lake Central School District since 1982.** The center offers programs for all area youth, but it is particularly vital to many of our disadvantaged youth. Whether it is a second home, or just a fun place to meet friends, the youth entering the center find an atmosphere of support and encouragement, with clear structure, where they can explore new activities, develop relationships and learn life skills and very importantly, stay off the streets and out of trouble.

The Board of Directors and youth fundraising raised over \$16,000 this calendar year. We have sent out two funding appeal letters, had a 50/50 raffle at the homecoming football game, sold holiday wreaths, and held the Olga Memorial Footrace with the Rotary Club which was a wonderful success.

**Outweighing these gains however is a decrease of funds from previous years from our largest funding source, the Franklin County Youth Bureau.** With our increasing number of youth at our center, we must make sure we have adequate staffing and continue to provide enriching programs.

The Center has been operating since October 2010 with a part-time Director and the support of our volunteers, who put in hundreds of hours of work to help keep this Center open. The Center is not able to offer a competitive salary or health insurance. **Due to increased attendance, the Center needs to hire an additional part-time assistant to make sure the Center maintains a proper adult to youth ratio.** The Center has a difficult time finding and keeping qualified staff due to not being able to offer a competitive salary, full-time hours, or health insurance. We have volunteers to maintain the proper ratio but having another employee allows us more flexibility in programming and to be open more during the year.



Saranac Lake Youth Center is a partner agency of United Way of the Adirondack Region, Inc.

The Youth Center is thriving with a great location and structured programming, including an active Youth Council. We are **open all year** and in 2019, **234 different youth** used the Center, an **increase of 26%** from 2018! We were open for **213 days** and had **5,387 visits**, an **increase of 34%** from 2018 and the most youth visits since 2004! We average from 15-30 kids per day. We provide daily snacks like peanut butter & jelly sandwiches, deli sandwiches, baked goods, yogurt and fruits & vegetables to all of the kids. The Board of Directors is working very hard to seek out grant opportunities and major fundraising events. We have trimmed our budget as much as is reasonable. **Please support the children of the families that you represent.**

**A successful Youth Center benefits the whole community**, helping teens develop the skills to become our next parents, citizens and leaders. Attached is our 2020 budget that clearly spells out our need for increased and continued funding. If you need additional information, please let me know. **Thank you** so much for your time and consideration.

Respectfully,

Aleacia Landon, Director

## Saranac Lake Youth Center Budget 2020

Projected Income		Projected Expenses	
<b>Contributions</b>		<b>Program Services</b>	
Annual Letter	\$ 7,000.00	Program Supplies	\$ 2,000.00
Stewart's Match	\$ 2,000.00	Consumable Supplies	\$ 1,500.00
Lutheran Church	\$ 1,000.00	Afterschool Nutrition	\$1,500.00
St. Luke's Church	\$ 500.00	Electric	\$ 600.00
High Peaks Church	\$ 500.00	Durable Equipment	\$ 1,000.00
Methodist Church	\$ 500.00	Internet/phone	\$ 700.00
Community Friends	\$ 500.00	Propane/heating	\$ 200.00
Can-AM Rugby	\$ 500.00	Rent	\$13,020.00
Rotary Grant	\$ 400.00	Upgrades/Repairs Facility	\$ 700.00
SL Elks Lodge	\$ 250.00	<b>Total Program Services</b>	<b>\$ 21,220.00</b>
Kiwanis Club	\$ 750.00		
Women's Civic Chamber	\$ 250.00	<b>Operational Expenses</b>	
Adirondack United Way	\$ 2,500.00	Meals and Entertainment	\$ 200.00
Adirondack Foundation	\$ 1,000.00	Dues and Subscriptions	\$ 200.00
Cloudsplitter Foundation	\$ 2,000.00	Disability Insurance	\$ 200.00
Fundraisers	\$10,000.00	Liability Insurance	\$ 1,000.00
<b>Total Contributions</b>	<b>\$ 29,650.00</b>	Board Insurance	\$ 900.00
		Worker's Comp Insurance	\$ 800.00
<b>Government Grants</b>		Licenses and Permits	\$ 75.00
Franklin County Youth Bureau	\$ 10,000.00	Postage and Delivery	\$ 500.00
Essex County Youth Bureau	\$ 1,000.00	Advertising/Marketing	\$ 250.00
Town of Harrietstown	\$ 9,000.00	Accounting	\$ 1,300.00
Town of North Elba	\$ 1,000.00	Background Checks	\$ 600.00
Village of Saranac Lake	\$ 10,000.00	<b>Total Operational Expenses</b>	<b>\$ 6,025.00</b>
<b>Total Government Grants</b>	<b>\$ 31,000.00</b>		
		<b>Payroll Expenses</b>	
<b>Total Income</b>	<b>\$ 60,650.00</b>	Director 30hr./wk	\$ 25,000.00
		Part-time Assistant 20hr./wk	\$ 11,520.00
		Payroll Taxes	\$ 3,500.00
		<b>Total Payroll Expenses</b>	<b>\$ 40,020.00</b>
		<b>Total Expenses</b>	<b>\$ 67,265.00</b>

Saranac Lake Youth Center **2019 Attendance Report**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
MIDDLE SCHOOL	321	399	496	302	472	528	180	111	287	265	206	190	3757
HIGH SCHOOL	57	100	106	55	119	134	137	75	213	191	223	161	1571
ADULTS	9	17	10	1	3	3	0	1	5	10	0	0	59
Days open	20	17	20	12	22	20	20	12	18	20	17	15	213
# visits	387	516	612	358	594	665	317	187	505	466	429	351	5387
Avg Daily Visits	19.4	30.4	30.6	29.8	27.0	33.3	15.9	15.6	28.1	23.3	25.2	23.4	25.2

## Saranac Lake Youth Center 2018 Attendance Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
MIDDLE SCHOOL	287	292	240	265	306	335	56	82	163	297	284	183	2790
HIGH SCHOOL	160	166	125	84	93	80	17	59	107	108	43	27	1069
ADULTS	21	19	19	19	14	5	4	13	14	14	9	5	156
Days open	20	18	17	21	21	21	7	16	15	21	15	14	206
# visits	468	477	384	368	413	420	77	154	284	419	336	215	4015
Avg Daily Visits	23.4	26.5	22.6	17.5	19.7	20.0	11.0	9.6	18.9	19.9	22.4	15.4	18.9

Hours: Monday - Friday 2:30 - 6:00 pm, generally following the Saranac Lake Central School District calendar.



## Saranac Lake Youth Center

PO Box 1003 Saranac Lake, NY 12983

518-891-5846 [saranaclakeyouth@gmail.com](mailto:saranaclakeyouth@gmail.com)

[saranaclakeyouth.wixsite.com/slyc](http://saranaclakeyouth.wixsite.com/slyc)

*We provide a healthy, substance free, supervised environment for teenagers; offering programs which develop social skills, personal growth and responsibility in a fun and supportive atmosphere.*

### Annual Report 2019

#### Major Accomplishments and Extra Community Activities

The Saranac Lake Youth Center has seen a huge increase in attendance in 2019! We had **5,387 visits in 2019, an increase of 1,372 visits or 34% from 2018!** This is the most youth visits we've had since 2004! The Youth Center was open for 213 days during this time, a week longer than last year. We served **234** individual youth during 2019, **an increase of 49 youth from 2018 and an increase of 26%!** Approximately 15 individual adults also visit the Center to work with youth. The visits breakdown as follows: 1,571 High School Youth visits, 3,757 Middle School Youth visits and 59 Other visits which consist of mentors bringing special needs teens in to socialize with other teenagers. The center had a daily average of 25.2 for the year.

Free snacks are provided on a daily basis to all youth, with an emphasis on healthy snacks such as fruits, vegetables, granola, smoothies, milk, juice, and yogurt. The youth enjoy our Foreign Food Fridays, which occur approximately once a month. In March we celebrated Ireland with Corned Beef & Cabbage, in April we celebrated Canada with Poutine, in May we celebrated Asian American/Pacific Islander month with vegan Nori rolls and vegan kimchi. In June we celebrated National Fresh Fruit & Vegetables Month with a bunch of fresh & some exotic produce. In September we celebrated Mexico and had chicken quesadillas. For October, we celebrated Italy and had lasagna. For November, we hosted our annual Thanksgiving Dinner which featured traditional fare including turkey, ham, mashed potatoes & gravy, corn, fresh vegetables and cranberry sauce. In January we will make Riskrem, a traditional Scandinavian rice pudding dessert that is usually served at Christmas.

A lot has happened so far in 2019! In January & February we planned and then competed in two Winter Carnival events: Arctic Golf Build-an-Obstacle course and the SLYC Scavenger Hunt. We hosted a Pre-Super Bowl Party with hot wings ordered from Romano's. February also saw the start of the LGBTQ youth group which is now held every 2<sup>nd</sup> & 4<sup>th</sup> Saturdays of the month at the Center. In March we walked in the St. Patrick's Day Parade and we had youth participate in the Teen Dating Violence event held at the Saranac Lake Free Library. In April we were treated to an Easter Egg Hunt put on by the veterans at St. Joe's at the Adirondack Carousel! In May we held our MS/HS Game Tournament Day. In June we took a walking field trip to Romano's Saranac Lanes to enjoy an afternoon of bowling, pizza and sodas. We also welcomed John Dimon here as he put on a Bike Maintenance and Safety class for all interested youth! We were open for 6 weeks this summer and every month our youth have been involved in some community activity, volunteering or doing fun things right at the Youth Center! We met approximately every other week for Youth Council and worked on our Bullying Prevention

Program, by completing youth surveys and increasing our anti-bullying signage throughout the Youth Center. We held elections for Youth Council officers for the new school year. We awarded 2 piano scholarships to two MS youth who applied for piano lessons through our Piano Program. The Youth Center paid for (10) ½-hour piano lessons with a local instructor for each youth. We awarded 2 youth new bikes through our Bike Program this summer. We passed out new bike helmets provided by the Saranac Lake Kiwanis Club and awarded Stewart's ice cream certificates to Youth Center members who were observed wearing bike helmets throughout the summer. This year we partnered with St. Joseph's Veterans Program to have veterans volunteer with the youth. This partnership has been a tremendous success and has provided much needed help to the staff. The Youth Center has also partnered with Paul Smith's College, the VIC to start a Heron's Club (outdoor club). The first event held on July 24<sup>th</sup> featured youth learning about tribal drumming and since then they have learned how to upcycle crayons and to make art through flower pounding. Youth also participated at the SL Street Fest on July 20<sup>th</sup> and provided some in-between inning entertainment at many of the Saranac Lake Surge home baseball games. The Youth Center adopted a plot at the Common Ground Gardens to grow kale, zucchini, cucumbers, rainbow chard and sunflowers. This activity provided exercise to some of the youth as we walked from the Youth Center to the gardens on Old Lake Colby Road to water and weed the garden. Youth volunteered at the Olga Memorial Footrace in August, our biggest fundraising event; helping at pre-registration, course set-up, face painting and cheering on our runners! Youth attended the Center on Friday, September 27<sup>th</sup> for extended hours of 11:30 am-6:00 pm in order to make posters and decorations for the Homecoming game the following day. At the Homecoming game, several MS and HS youth did face painting and sold 50/50 raffle tickets, raising \$141.50 for the Center! 10 youth participated in our annual pumpkin carving contest and we had a **record-breaking 73 youth** attend our annual Halloween party on October 31<sup>st</sup> with youth handing out candy to trick-or-treaters. In November we decorated for fall and held our traditional Thanksgiving dinner for our youth, staff and volunteers. In December we made angel ornaments and decorated wreaths to sell at Sparkle Village. Our youth judged the Light Up Saranac Lake parade on December 6<sup>th</sup> and we had our annual holiday party with a lot of sweet treats and a gift exchange on the last day of school before the winter break.

Giving back to our community is a priority for the Youth Center. In fact, our Youth Council President and our Board member Meg Stanton were nominated and received the 2019 Rising Star Award from the Adirondack Daily Enterprise for their service to the community! Youth have volunteered at the community dinner held on Wednesday evenings at the Methodist church in Saranac Lake. We have been collecting soda can tabs throughout the year that will be turned in to benefit the Ronald McDonald house. We did trash cleanup along Woodruff Street, Church Street, Nori's parking lots, the SkatePark and up to William Morris Park as part of our United Way Day of Caring project. Youth Council also donated money that they fundraised to the following organizations: \$55 to the Methodist church kitchen remodel, \$52 to the Tri Lakes Humane Society, and \$35 to the Samaritan House. They have also approved donations of \$35 to Hope for Miracles and \$25 to United Way of the Adirondack Region. In October, Youth Council purchased a pair of new winter boots for a homeless youth in the school district. The Center also has an ongoing collection drive to benefit the Franklin County Foster Care Program.

#### Obstacles:

Obstacles that have hindered progress toward obtaining objectives:

- a. Position of Executive Directorship is only part time.
- b. Program Assistant position is only part time.

- c. With limited funding, we cannot afford to provide employee health insurance or competitive salaries.

Steps taken to overcome obstacles:

- a. Strengthening Board of Director members by networking and inviting new members to attend our monthly meeting as guests.
- b. Increasing our publicity and PR efforts by sending in pictures and articles to the local newspaper.
- c. Increased board fundraising efforts with the Olga Memorial Footrace as well as continuing with the bi-annual appeal letter.
- d. Speaking at village and county meetings as well as to United Way and local civic organizations to appeal for greater funding.
- e. Hundreds of volunteer hours from Board members and other volunteers to keep the center open improve center organization and outreach.
- f. Increased networking within the community.
- g. We have a website at <http://saranaclakeyouth.wixsite.com/slyc> and we started an Instagram page as well as maintain our Facebook page.

Board of Directors:

- a. The Board of Directors is responsible for monitoring the Director.
- b. The Board of Directors meets once a month for approximately 1 to 2 hours. The Director reports to the Board of Directors during this time.
- c. Board Members help out with fundraising and activities.
- d. Board members help to chaperone events.

Evaluation Methods:

- a. The Director writes monthly self-monitoring reports.
- b. Statistical Form/Attendance Sheets
- c. The Director reports directly to the Board of Directors
- d. Youth report to the Board with updates about what is going on at the center via the Youth Council.
- e. The Board of Directors does an annual Executive Director evaluation.
- f. Franklin County Youth Bureau completes a program audit once a year.

Efforts to secure ongoing or additional sources of funding:

- a. Youth fundraising efforts in 2019 included returning collected bottles/cans for the bottle deposits. This money goes toward our Youth Council. Youth also sold hotdogs and hamburgers at Coakley Home and Hardware and 50/50 raffle tickets at the Homecoming football game.
- b. The Center hosted the Olga Memorial Footrace with the Rotary Club of Saranac Lake, our biggest fundraising event. We will also be selling holiday wreaths again.
- c. Spring fundraising letter was sent in February and a Fall letter was sent in August.
- d. Funding requests are sent out to churches and local civic organizations as well as some businesses.
- e. The Board of Directors is looking into new grant opportunities outside of the area, while continuing to apply for local grants such as United Way of the Adirondack Region, Stewart's Holiday Match, Adirondack Foundation, Cloudsplitter Foundation, Charles R. Wood Foundation, and the Pearsall Foundation.

- f. The Center will participate in #GivingTuesday for the third time in November and is trying to increase online/mobile funding through social media and increased awareness of the center.
- g. The Center applied for and received partial funding through the 2020 Adirondack Quad County Decentralization Grant Program, Community Arts Grant to fund two art projects that will include an art exhibition of the completed projects at the Saranac Lake Free Library. The first project will begin in January.



Aleacia Landon  
Executive Director  
Saranac Lake Youth Center  
PO Box 1003  
29 Woodruff Street  
Saranac Lake, NY 12983



BARTON & LOGUIDICE, D.P.C.

Memo To: Paul Blaine  
Development Code Administrator  
Village of Saranac Lake

Date: November 27, 2019

From: Alexander Kerr, P.E.  
Senior Project Engineer

Project No.: 234.036.001

Re: Lake Flower Ave. and River Street Intersection Study  
Village of Saranac Lake, Franklin & Essex Counties

Subj: Preliminary Intersection Study Findings

This memorandum summarizes the preliminary results of an intersection study for the intersection of Lake Flower Avenue, River Street, and Brandy Brook Avenue located in the Village of Saranac Lake, New York. The purpose of this study was to review existing intersection conditions, evaluate potential traffic impacts from the soon to be constructed Saranac Lake Resort hotel and conference center, and present options for improvements and/or reconfiguration of the current intersection based on NYSDOT and Village policies/standards. In specific, any proposed intersection improvements/reconfiguration should be in service of enhancing pedestrian/bicycle safety and connectivity. Several intersection alternatives, outlined below, have been previously identified for analysis under this study:

1. Existing Conditions
  - Current study intersection conditions as a base line for further evaluation comparisons
2. T-Intersection Conditions
  - Reconfigured study intersection so that River Street aligns close to 90 degree's to Lake Flower Avenue
3. Roundabout Intersection
  - Reconfigured study intersection so that Lake Flower Avenue and River Street operate in accordance with the standards of a modern roundabout

## 1.0 Existing Intersection Site Conditions & Field Observations

B&L performed a site visit to the study intersection on June 6, 2019 to review the overall existing intersection conditions and perform turning movement counts during the AM, Noon, and PM peak traffic periods. The study intersection of Lake Flower Avenue (NY-86), River Street (NY-86), and Brandy Brook Avenue is a 3-legged intersection with partial stop control enforced by signage on the eastbound, westbound, and southbound intersection movements (See Photo 1 below). Traffic moves freely through the intersection from the northbound approach and a channelized right turn lane on the eastbound approach allows users to freely merge southbound onto Lake Flower Ave. Lake Flower Avenue and Brandy Brook Avenue are two-lane roads whereas River Street features a travel lane in either direction, a two-way left turn lane median, and dedicated bicycle lanes. Typical sections are provided in the attachments of this memo detailing existing lane widths for each of the intersecting roadways. Of note, Lake Flower Avenue and River Street are state highways (New York State Route 86) maintained by the NYSDOT and have a NYSDOT functional classification of Urban Arterial. Brandy Brook Avenue is functionally classified as an Urban Collector. The NYSDOT has established standard design criteria for these functional classes which are included in the attachments of this memo. The speed limit for all intersection approaches is signed as 30 MPH. Sidewalks are provided on all legs of the intersection but curb ramps (with ADA detectable warning units) and a striped crosswalk are only present on the Brandy Brook Avenue approach.



Photo 1 – Existing Study Intersection Conditions



## 2.0 Evaluation of Potential Intersection Improvements

The study intersection is currently configured to prioritize vehicular traffic. While sidewalks are provided on each of the intersection legs, there is only the one crosswalk. Similarly, dedicated bicycle lanes are provided on River Street but bicycle accommodations are not provided at the study intersection to transition users onto and off of these bike lanes. Proposed intersection reconfigurations or improvements to the existing intersection need to address adequate, safe, and convenient arrangement of pedestrian and bicycle circulation facilities as described in the Village 2012 Bicycle, Pedestrian, and Trail Master Plan while also maintaining acceptable levels of service for vehicles. To this point several preliminary intersection improvement alternatives have been developed. Plan sketches on aerial mapping and typical sections of these preliminary alternatives (and existing conditions) are included within the attachments of this memo. A summary of each alternative is provided below.

### Alternative #1: Existing Intersection Improvements

This alternative consists of implementing pedestrian and bicycle improvements into the existing intersection configuration. Intersection traffic control would be maintained as it is today with the southbound and northbound movements flowing freely. There are substantial curb-to-curb pavement widths provided under existing conditions. These widths can be reapportioned with pavement striping to better accommodate pedestrian and bicycles. Key features of this alternative include the following:

- Revise striping on Lake Flower Avenue to feature shared-use travel lanes
- Revise striping on River Street's channelized right turn lane to extend eastbound bike lane through the intersection and onto Lake Flower Avenue
  - Install additional bike lane signage
- Expand the footprint of the existing curbed island to accommodate concrete sidewalk
  - Install new pedestrian crosswalk from River Street sidewalk onto raised curb island
  - Install new pedestrian crosswalk from raised curb island across Lake Flower Avenue
  - Install advanced warning signage and yield striping per NMUTCD standards for new pedestrian crossings



### Alternative #2: T-Intersection Reconfiguration

This alternative consists of reconfiguring the existing study intersection so that River Street aligns close to perpendicular with Lake Flower Avenue. In doing so pedestrian safety and mobility would be substantially increased. New, shorter crosswalks would be installed across all intersection legs. Bicyclists would be able to traverse the intersection and stop control would be enforced on all intersection approaches (all-way stop control). Key features of this alternative include the following:

- Full depth reconstruction of River Street to remove channelized right turn lane and raised curb island
  - Reconfigure River Street geometry to be more perpendicular to Lake Flower Ave
  - Installation of dedicated right turn only travel lane on River Street
  - Installation of new sidewalk linking River Street and Lake Flower Ave
- Installation of new stop signs along River Street and Lake Flower Ave
- Installation of new pedestrian crosswalks across River Street and Lake Flower Ave
- Revise Striping on Lake Flower Avenue to feature shared-use travel lanes
- Installation of additional bike lane signage

### Alternative #3: Roundabout Reconfiguration

This alternative consists of reconfiguring the existing study intersection for a modern single lane roundabout. In general, roundabout have been shown to improve safety for both vehicles and pedestrians while providing above average levels of service. Given Lake Flower Ave and River Street are major thoroughfares between Saranac Lake and Lake Placid the roundabout would need to be designed to accommodate heavy vehicle traffic. This results in the footprint of the roundabout needing to be the largest of any of the alternatives considered. To avoid right-of-way impacts, the roundabout would more than likely require impacts to Pontiac Bay. In addition, driveways adjacent to the intersection would be impacts, namely NBT Bank and the Dormitory Authority. Key features of this alternative include the following:

- Full depth reconstruction of study intersection in service of roundabout installation
  - Installation of raised curb splitter islands along intersection approaches
  - Installation of new sidewalk linking River Street and Lake Flower Ave
  - Installation of streetscape aesthetics
    - Vegetated roundabout interior island
    - Stamped & colored concrete truck turning apron



- Install new pedestrian crosswalks across River Street and Lake Flower Ave
- Revise striping on Lake Flower Avenue to feature shared-use travel lanes

### 3.0 Saranac Lake Resort Hotel & Conference Center Traffic Impacts

North Woods Engineering, PLLC, was retained by Saranac Lake Resort, LLC to provide civil engineering design services for their new hotel and conference center located on Lake Flower Avenue just south of the study intersection. As part of their services, North Woods Engineering forecasted the amount of new trips the development would generate. Their analysis resulted in a total of 36 vehicle trips per hour being generated by the proposed hotel improvements. B&L performed an independent trip generation analysis as well to confirm these results. The Institute of Transportation Engineers (ITE) 9<sup>th</sup> Edition Trip Generation Manual provides trip generation estimates based on land use types. In this instance, land use code 330 (Resort Hotel) was found to most closely match the description of the proposed hotel/conference center improvements. The ITE trip generation manual provides AM & PM peak hour trip generation estimates based on the number of hotel rooms. The result was that the AM peak would be anticipated to generate 38 trips and the PM peak 48. These results closely matched the findings of North Woods Engineering. As such, we generally agree with their findings and proceeded to include their trip generation figures while performing Level of Service analyses on the proposed intersection alternatives.

### 4.0 Level of Service Analyses

B&L collected intersection turning movement counts for the AM Peak Period (6:30am-9:30am), Noon Peak Period (11:00am-2:00pm), and the PM Peak Period (3:00pm-6:00pm) during the site visit on June 6, 2019. The results of these counts showed the AM Peak Hour to occur from 7:15am – 8:15am, the Noon Peak Hour to occur from 12:00pm-1:00pm, and the PM Peak Hour to occur from 4:00pm-5:00pm. Detailed turning movement count reports are included in the attachments of this memo. Peak hour data was used in combination with Synchro 9 traffic software to develop a Level of Service (LOS) analysis for each of the various intersection configurations. A LOS analysis characterizes operational conditions within a traffic stream and their perception by motorists and passengers. The description of individual levels of service characterize these operational conditions in terms of factors such as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience. The LOS for an unsignalized intersection is defined in terms of delay (seconds). LOS criteria is stated in terms of average stopped delay per vehicle and range from "A" to "F". A LOS "D" or better is general considered acceptable. Table 1 below illustrates the intersection ratings for an unsignalized intersection based on the time of delay per vehicle.



Table 1: Level of Service (LOS) Criteria for Intersections		
LOS	Description	Delay in Seconds (Unsignalized)
A	Little or no delay	<= 10.0
B	Minor, Short delay	> 10 to 15
C	Average delay	> 15 to 25
D	Long, but acceptable delay	> 25 to 35
E	Long, Unacceptable delay	> 35 to 50
F	Long, Unacceptable delays	> 50

Tables 2, 3, and 4 below summarize the results of the Level of Service analysis for each of the proposed alternatives. Of note, the column define as either AM/PM Peak Existing Conditions represents the current study intersection without the additional trips generated by the Saranac Lake Resort included. The remaining alternative analyzed each did include the additional traffic generated by the Saranac Lake Resort development to most accurately represent future conditions.

TABLE 2: LAKE FLOWER AVENUE & RIVER STREET INTERSECTION STUDY LEVEL OF SERVICE RESULTS: AM PEAK ANALYSIS PERIOD				
	AM Peak Existing Conditions	AM Peak Null Alternative w/Pedestrian Improvements	AM Peak T-Intersection Geometric Layout Improvements	AM Peak Roundabout Improvements
<b>EB Approach</b>				
Thru Movement	12.3 (B)	12.4 (B)	9.4 (A)	13.5 (B)
Right Movement	3.4 (A)	3.4 (A)	46.4 (E)	
<b>NB Approach</b>				
Left Movement	1.5 (A)	1.5 (A)	34.7 (D)	9.2 (A)
Right Movement	0.7 (A)	0.7 (A)		
<b>WB Approach</b>				
Left Movement	11.5 (B)	11.5 (B)	13.9 (B)	8.1 (A)
Thru Movement	10.0 (A)	10.2 (B)		
Global LOS	3.8 (A)	3.8 (A)	35.9 (E)	11.1 (B)



<b>TABLE 3: LAKE FLOWER AVENUE &amp; RIVER STREET INTERSECTION STUDY LEVEL OF SERVICE RESULTS: NOON PEAK ANALYSIS PERIOD</b>				
	Noon Peak Existing Conditions	Noon Peak Null Alternative w/Pedestrian Improvements	Noon Peak T-Intersection Geometric Layout Improvements	Noon Peak Roundabout Improvements
<b>EB Approach</b>				
Thru Movement	14.5 (B)	14.5 (B)	9.7 (A)	13.8 (B)
Right Movement	3.9 (A)	3.9 (A)	72.5 (F)	
<b>NB Approach</b>				
Left Movement	1.8 (A)	1.7 (A)	99.4 (F)	12.9 (B)
Right Movement	1.0 (A)	1.0 (A)		
<b>WB Approach</b>				
Left Movement	16.5 (B)	16.5 (B)	13.2 (B)	9.3 (A)
Thru Movement	11.0 (B)	12.3 (B)		
Global LOS	3.9 (A)	3.9 (A)	75.3 (F)	13.0 (B)

<b>TABLE 4: LAKE FLOWER AVENUE &amp; RIVER STREET INTERSECTION STUDY LEVEL OF SERVICE RESULTS: PM PEAK ANALYSIS PERIOD</b>				
	PM Peak Existing Conditions	PM Peak Null Alternative w/Pedestrian Improvements	PM Peak T-Intersection Geometric Layout Improvements	PM Peak Roundabout Improvements
<b>EB Approach</b>				
Thru Movement	17.0 (B)	18.4 (B)	9.7 (A)	13.7 (B)
Right Movement	4.2 (A)	4.3 (A)	71.3 (F)	
<b>NB Approach</b>				
Left Movement	1.8 (A)	1.6 (A)	165.3 (F)	16.5 (C)
Right Movement	0.9 (A)	0.9 (A)		
<b>WB Approach</b>				
Left Movement	14.9 (B)	15.6 (B)	12.2 (B)	8.6 (A)
Thru Movement	11.0 (B)	11.7 (B)		
Global LOS	4.2 (A)	4.2 (A)	109.0 (F)	14.7 (B)



## 5.0 Conclusion

Overall, several intersection improvements alternative have been preliminarily evaluated. Level of Service analysis has shown that the existing intersection configuration operates exceptionally well, but provides the fewest benefits/considerations towards pedestrians and bicyclists. Conversely, the T-intersection alternative provides the most benefit to pedestrians and bicyclists but will result in substantial delays to motorists. The roundabout alternative provides both safety and operational benefits but will impact the adjacent businesses and Pontiac Bay. Last, simple modifications can be made to the existing intersection configuration to better meet community needs while minimizing impacts to the performance of the intersection.

### ATTACHMENTS:

- Attachment 1 - Typical Sections and Plan Sheets
- Attachment 2 - Turning Movement Counts
- Attachment 3 - Trip Generation & Distribution Assumptions
- Attachment 4 - NYSDOT Design Criteria

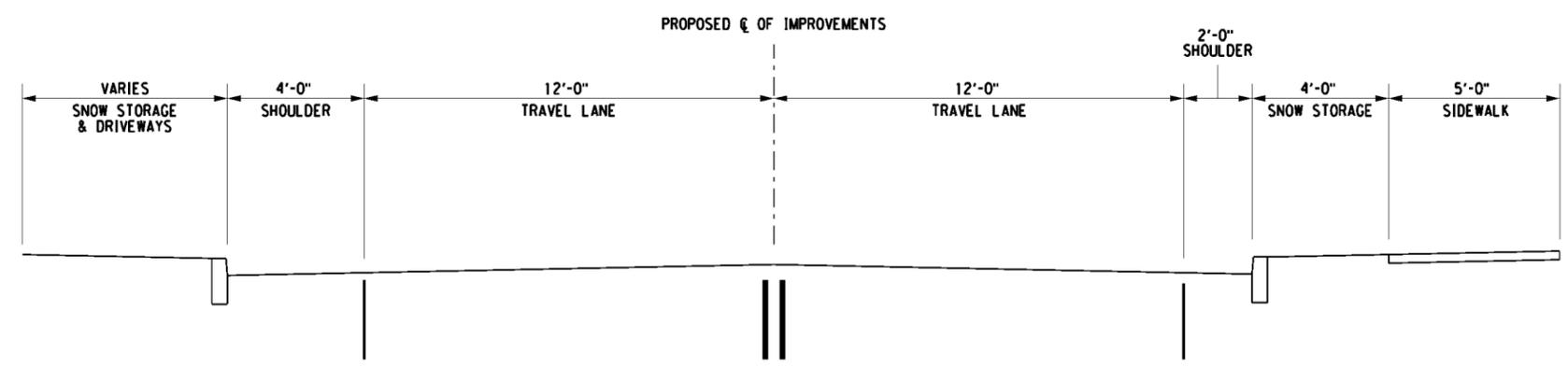
ATTACHMENT NO. 1

TYPICAL SECTIONS AND PLAN SHEETS

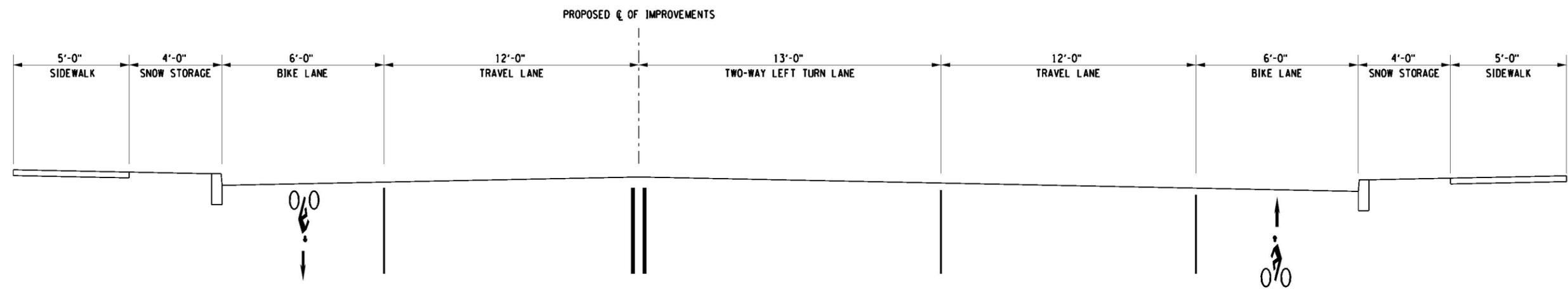
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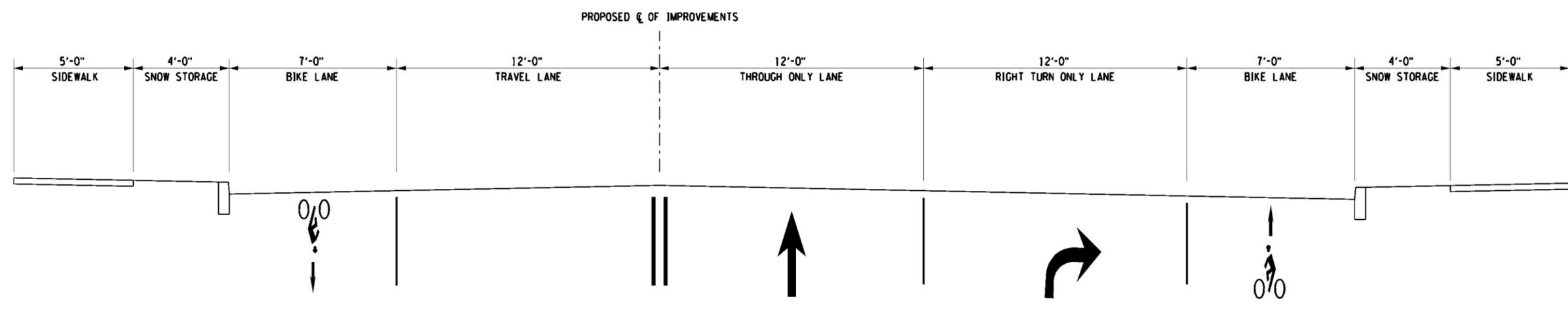
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TYPICAL SECTION NO. 1  
 LAKE FLOWER AVE - EXISTING CONDITIONS



TYPICAL SECTION NO. 2  
 RIVER STREET - EXISTING CONDITIONS



TYPICAL SECTION NO. 3  
 RIVER STREET - PROPOSED CONDITIONS  
 ALTERNATIVE NO. 2

NO.	DATE	BY	REVISION



**Barton & Loguidice**  
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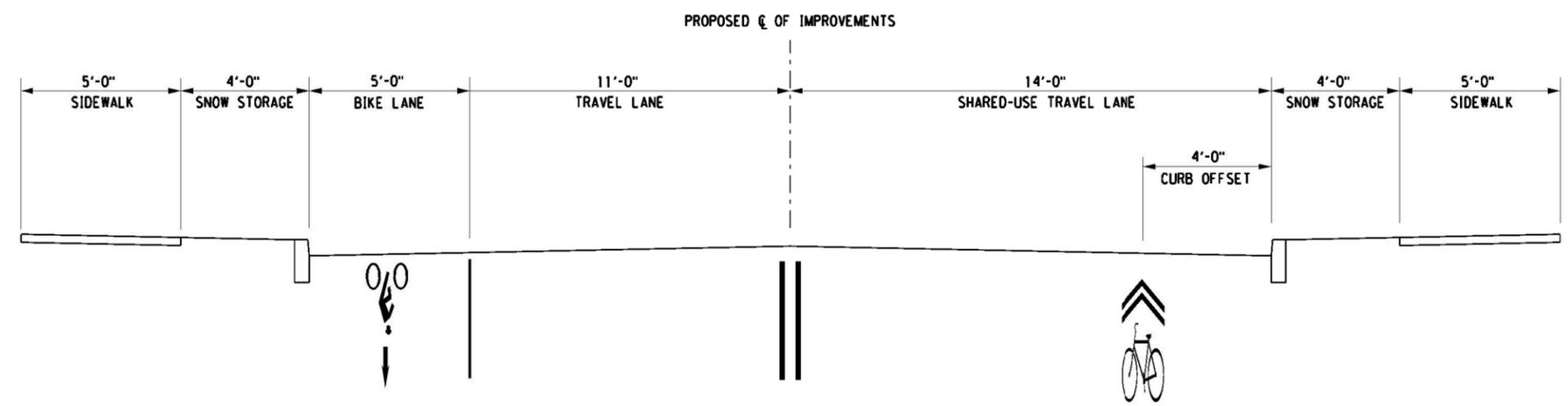
LAKE FLOWER AVE. & RIVER ST.  
 INTERSECTION STUDY  
 VILLAGE OF SARANAC LAKE

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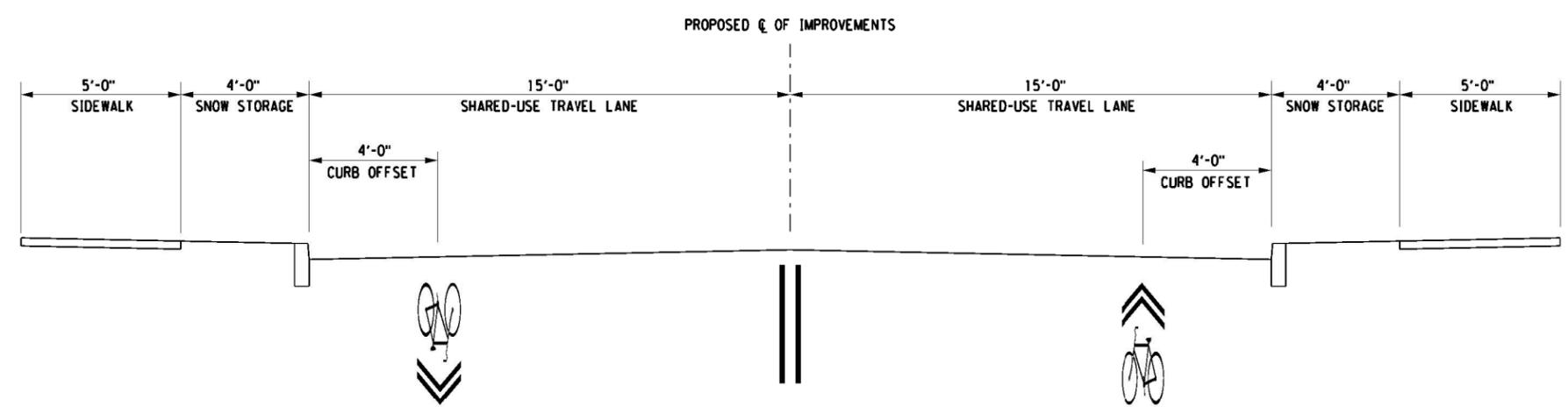
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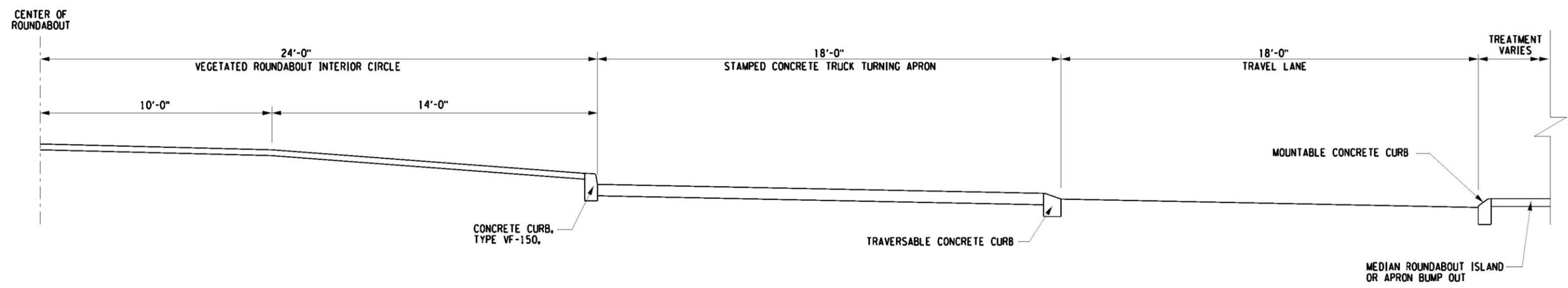
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TYPICAL SECTION NO. 4  
 LAKE FLOWER AVE - PROPOSED CONDITIONS  
 ALTERNATIVE NO. 1



TYPICAL SECTION NO. 5  
 LAKE FLOWER AVE - PROPOSED CONDITIONS  
 ALTERNATIVES NO. 1, 2, & 3



TYPICAL SECTION NO. 6  
 LAKE FLOWER AVE & RIVER STREET ROUNDABOUT  
 ALTERNATIVE NO. 3

NO.	DATE	BY	REVISION



VILLAGE OF SARANAC LAKE

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LAKE FLOWER AVE. & RIVER ST.  
 INTERSECTION STUDY

VILLAGE OF SARANAC LAKE

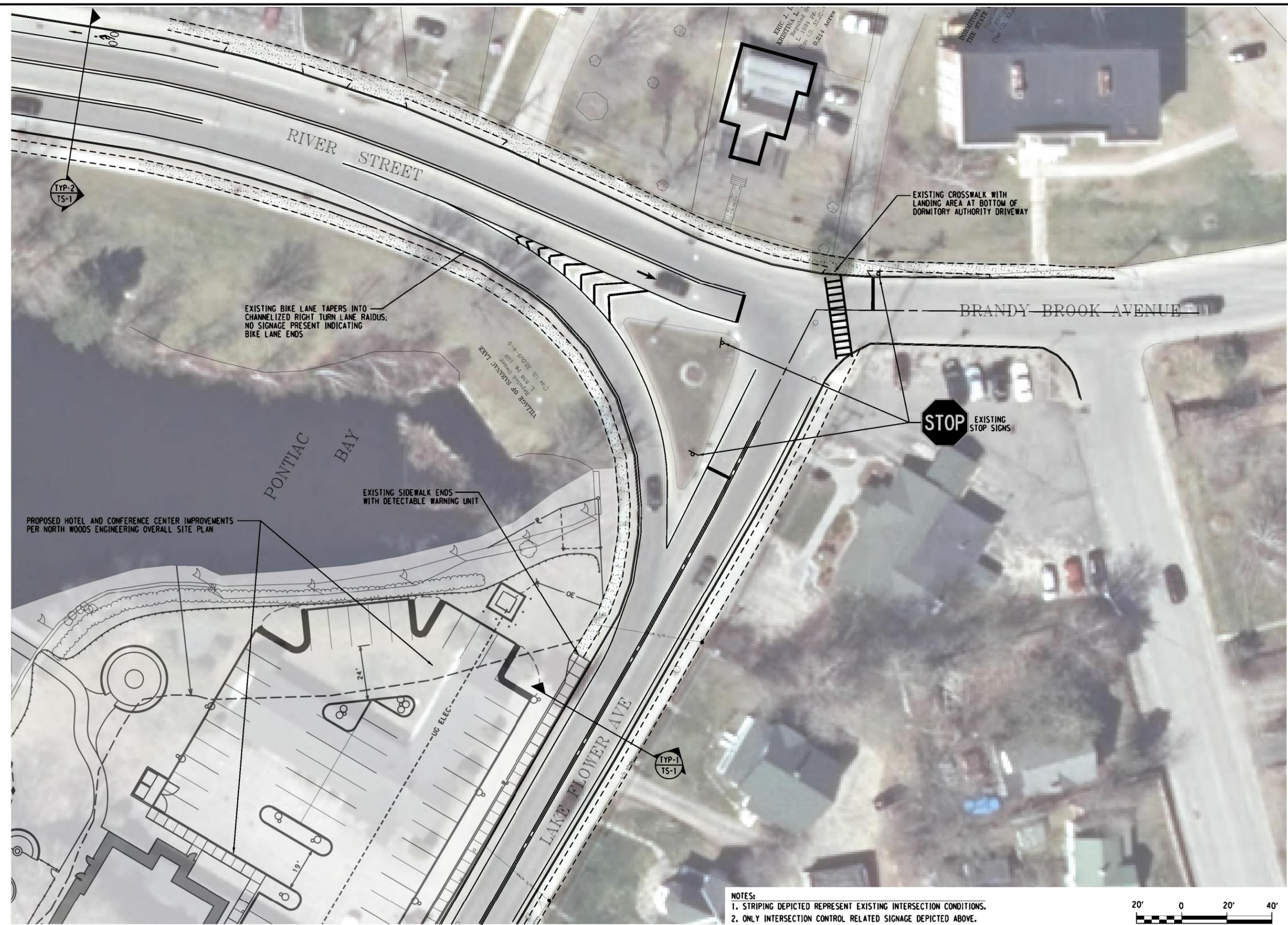
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 TS-2

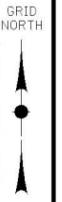
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NOTES:  
 1. STRIPING DEPICTED REPRESENT EXISTING INTERSECTION CONDITIONS.  
 2. ONLY INTERSECTION CONTROL RELATED SIGNAGE DEPICTED ABOVE.



NO.	DATE	BY	REVISION

  
**VILLAGE OF SARANAC LAKE**

**Barton & Loguidice**  
UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 SECTION 7209

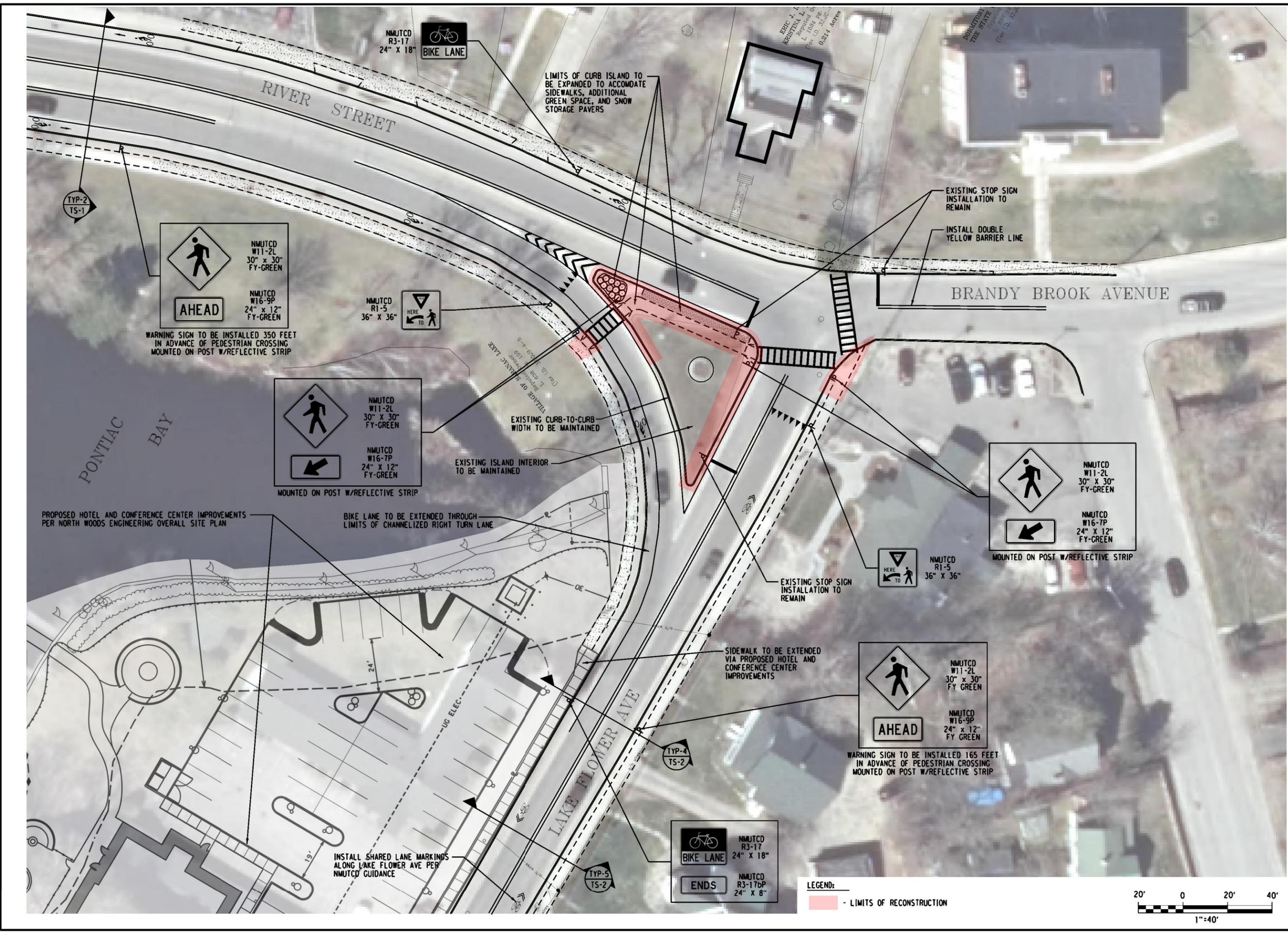
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**INTERSECTION STUDY**  
**VILLAGE OF SARANAC LAKE**

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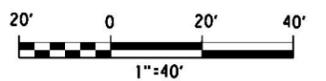


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LAKE FLOWER AVE. & RIVER ST.  
 INTERSECTION STUDY  
 VILLAGE OF SARANAC LAKE

ALTERNATIVE #1:  
 EXISTING  
 INTERSECTION  
 IMPROVEMENTS  
 SCALE: AS SHOWN  
 DATE ISSUED: 11 / 2019  
 DRAWING  
 PL-1

LEGEND:  
 - LIMITS OF RECONSTRUCTION







ATTACHMENT NO. 2

TRAINING MOVEMENT COUNTS

# Barton & Loguidice, D.P.C.

VILLAGE OF SARANAC LAKE - LAKE FLOWER AVE & RIVER STREET INTERSECTION STUDY

234.036.001

Lake Flower Ave & River St - AM Peak  
Saranac Lake, New York

File Name : 06-06-19 AM Counts

Site Code : 00000021

Start Date : 6/6/2019

Page No : 1

Groups Printed- Unshifted - Bank 1 - Bank 2

Start Time	From North					River St From East					Lake Flower Ave From South					River St From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
06:30 AM	0	0	0	0	0	0	13	29	0	42	4	0	33	0	37	102	12	0	0	114	193
06:45 AM	0	0	0	0	0	0	3	22	0	25	7	0	47	0	54	91	7	0	0	98	177
Total	0	0	0	0	0	0	16	51	0	67	11	0	80	0	91	193	19	0	0	212	370
07:00 AM	0	0	0	0	0	0	7	14	0	21	8	0	63	0	71	92	4	0	0	96	188
07:15 AM	0	0	0	0	0	0	24	16	0	40	6	0	91	0	97	104	13	0	0	117	254
07:30 AM	0	0	0	0	0	0	21	14	0	35	8	0	98	0	106	139	10	0	0	149	290
07:45 AM	0	0	0	0	0	0	13	21	0	34	21	0	92	0	113	134	11	0	0	145	292
Total	0	0	0	0	0	0	65	65	0	130	43	0	344	0	387	469	38	0	0	507	1024
08:00 AM	0	0	0	0	0	0	21	12	0	33	19	0	85	0	104	102	10	0	0	112	249
08:15 AM	0	0	0	0	0	0	4	14	0	18	16	0	90	0	106	103	13	0	0	116	240
08:30 AM	0	0	0	0	0	0	9	11	0	20	13	0	103	0	116	134	16	0	0	150	286
08:45 AM	0	0	0	0	0	0	8	14	0	22	19	0	110	0	129	96	5	0	0	101	252
Total	0	0	0	0	0	0	42	51	0	93	67	0	388	0	455	435	44	0	0	479	1027
09:00 AM	0	0	0	0	0	0	11	23	0	34	9	0	88	0	97	119	12	0	0	131	262
09:15 AM	0	0	0	0	0	0	9	17	0	26	9	0	82	0	91	97	10	0	0	107	224
Grand Total	0	0	0	0	0	0	143	207	0	350	139	0	982	0	1121	1313	123	0	0	1436	2907
Apprch %	0	0	0	0	0	0	40.9	59.1	0		12.4	0	87.6	0		91.4	8.6	0	0		
Total %	0	0	0	0	0	0	4.9	7.1	0	12	4.8	0	33.8	0	38.6	45.2	4.2	0	0	49.4	
Unshifted	0	0	0	0	0	0	133	199	0	332	132	0	931	0	1063	1252	108	0	0	1360	2755
% Unshifted	0	0	0	0	0	0	93	96.1	0	94.9	95	0	94.8	0	94.8	95.4	87.8	0	0	94.7	94.8
Bank 1	0	0	0	0	0	0	10	6	0	16	6	0	40	0	46	54	13	0	0	67	129
% Bank 1	0	0	0	0	0	0	7	2.9	0	4.6	4.3	0	4.1	0	4.1	4.1	10.6	0	0	4.7	4.4
Bank 2	0	0	0	0	0	0	0	2	0	2	1	0	11	0	12	7	2	0	0	9	23
% Bank 2	0	0	0	0	0	0	0	1	0	0.6	0.7	0	1.1	0	1.1	0.5	1.6	0	0	0.6	0.8

# Barton & Loguidice, D.P.C.

VILLAGE OF SARANAC LAKE - LAKE FLOWER AVE & RIVER STREET INTERSECTION STUDY

234.036.001

Lake Flower Ave & River St - AM Peak

Saranac Lake, New York

File Name : 06-06-19 AM Counts

Site Code : 00000021

Start Date : 6/6/2019

Page No : 2

Start Time	From North					River St From East					Lake Flower Ave From South					River St From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 06:30 AM to 09:15 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	0	0	0	0	0	<b>24</b>	16	0	<b>40</b>	6	0	91	0	97	104	<b>13</b>	0	0	117	254
07:30 AM	0	0	0	0	0	0	21	14	0	35	8	0	<b>98</b>	0	106	<b>139</b>	10	0	0	<b>149</b>	290
07:45 AM	0	0	0	0	0	0	13	<b>21</b>	0	34	<b>21</b>	0	92	0	<b>113</b>	134	11	0	0	145	<b>292</b>
08:00 AM	0	0	0	0	0	0	21	12	0	33	19	0	85	0	104	102	10	0	0	112	249
Total Volume	0	0	0	0	0	0	79	63	0	142	54	0	366	0	420	479	44	0	0	523	1085
% App. Total	0	0	0	0	0	0	55.6	44.4	0		12.9	0	87.1	0		91.6	8.4	0	0		
PHF	.000	.000	.000	.000	.000	.000	.823	.750	.000	.888	.643	.000	.934	.000	.929	.862	.846	.000	.000	.878	.929

# Barton & Loguidice, D.P.C.

VILLAGE OF SARANAC LAKE - LAKE FLOWER AVE & RIVER STREET INTERSECTION STUDY

234.036.001

Lake Flower Ave & River St - Noon Peak  
Saranac Lake, New York

File Name : 06-06-19 Noon Counts

Site Code : 00000022

Start Date : 6/6/2019

Page No : 1

Groups Printed- Unshifted - Bank 1 - Bank 2

Start Time	From North					River St From East					Lake Flower Ave From South					River St From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
11:00 AM	0	0	0	0	0	0	7	13	0	20	16	1	129	0	146	100	8	0	0	108	274
11:15 AM	0	0	0	0	0	0	13	8	0	21	15	0	126	0	141	114	12	0	0	126	288
11:30 AM	0	0	0	0	0	0	9	9	0	18	17	0	99	0	116	107	11	0	0	118	252
11:45 AM	0	0	0	0	0	0	11	18	0	29	20	0	101	0	121	127	15	0	0	142	292
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>48</b>	<b>0</b>	<b>88</b>	<b>68</b>	<b>1</b>	<b>455</b>	<b>0</b>	<b>524</b>	<b>448</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>494</b>	<b>1106</b>
12:00 PM	0	0	0	0	0	0	14	12	0	26	16	0	123	0	139	152	18	0	0	170	335
12:15 PM	0	0	0	0	0	0	13	7	0	20	18	0	141	0	159	138	17	0	0	155	334
12:30 PM	0	0	0	0	0	0	14	10	0	24	15	0	119	0	134	144	9	0	0	153	311
12:45 PM	0	0	0	0	0	0	22	14	0	36	18	0	116	0	134	134	7	0	0	141	311
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>63</b>	<b>43</b>	<b>0</b>	<b>106</b>	<b>67</b>	<b>0</b>	<b>499</b>	<b>0</b>	<b>566</b>	<b>568</b>	<b>51</b>	<b>0</b>	<b>0</b>	<b>619</b>	<b>1291</b>
01:00 PM	0	0	0	0	0	0	8	15	0	23	12	0	101	0	113	121	23	0	0	144	280
01:15 PM	0	0	0	0	0	0	8	16	0	24	19	0	104	0	123	123	7	0	0	130	277
01:30 PM	0	0	0	0	0	0	13	11	0	24	17	0	156	0	173	143	14	0	0	157	354
01:45 PM	0	0	0	0	0	0	17	17	0	34	18	0	109	0	127	133	12	0	0	145	306
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>59</b>	<b>0</b>	<b>105</b>	<b>66</b>	<b>0</b>	<b>470</b>	<b>0</b>	<b>536</b>	<b>520</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>576</b>	<b>1217</b>
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>149</b>	<b>150</b>	<b>0</b>	<b>299</b>	<b>201</b>	<b>1</b>	<b>1424</b>	<b>0</b>	<b>1626</b>	<b>1536</b>	<b>153</b>	<b>0</b>	<b>0</b>	<b>1689</b>	<b>3614</b>
Apprch %	0	0	0	0	0	0	49.8	50.2	0	0	12.4	0.1	87.6	0	0	90.9	9.1	0	0	0	0
Total %	0	0	0	0	0	0	4.1	4.2	0	8.3	5.6	0	39.4	0	45	42.5	4.2	0	0	46.7	0
Unshifted	0	0	0	0	0	0	140	143	0	283	189	1	1362	0	1552	1477	144	0	0	1621	3456
% Unshifted	0	0	0	0	0	0	94	95.3	0	94.6	94	100	95.6	0	95.4	96.2	94.1	0	0	96	95.6
Bank 1	0	0	0	0	0	0	9	5	0	14	12	0	53	0	65	47	9	0	0	56	135
% Bank 1	0	0	0	0	0	0	6	3.3	0	4.7	6	0	3.7	0	4	3.1	5.9	0	0	3.3	3.7
Bank 2	0	0	0	0	0	0	0	2	0	2	0	0	9	0	9	12	0	0	0	12	23
% Bank 2	0	0	0	0	0	0	0	1.3	0	0.7	0	0	0.6	0	0.6	0.8	0	0	0	0.7	0.6

# Barton & Loguidice, D.P.C.

VILLAGE OF SARANAC LAKE - LAKE FLOWER AVE & RIVER STREET INTERSECTION STUDY

234.036.001

Lake Flower Ave & River St - Noon Peak

Saranac Lake, New York

File Name : 06-06-19 Noon Counts

Site Code : 00000022

Start Date : 6/6/2019

Page No : 2

Start Time	From North					River St From East					Lake Flower Ave From South					River St From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 11:00 AM to 01:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 12:00 PM																					
12:00 PM	0	0	0	0	0	0	14	12	0	26	16	0	123	0	139	<b>152</b>	<b>18</b>	0	0	<b>170</b>	<b>335</b>
12:15 PM	0	0	0	0	0	0	13	7	0	20	<b>18</b>	0	<b>141</b>	0	<b>159</b>	138	17	0	0	155	334
12:30 PM	0	0	0	0	0	0	14	10	0	24	15	0	119	0	134	144	9	0	0	153	311
12:45 PM	0	0	0	0	0	0	<b>22</b>	<b>14</b>	0	<b>36</b>	18	0	116	0	134	134	7	0	0	141	311
Total Volume	0	0	0	0	0	0	63	43	0	106	67	0	499	0	566	568	51	0	0	619	1291
% App. Total	0	0	0	0	0	0	59.4	40.6	0		11.8	0	88.2	0		91.8	8.2	0	0		
PHF	.000	.000	.000	.000	.000	.000	.716	.768	.000	.736	.931	.000	.885	.000	.890	.934	.708	.000	.000	.910	.963

# Barton & Loguidice, D.P.C.

VILLAGE OF SARANAC LAKE - LAKE FLOWER AVE & RIVER STREET INTERSECTION STUDY

234.036.001

Lake Flower Ave & River St - PM Peak  
Saranac Lake, New York

File Name : 06-06-19 PM Counts

Site Code : 00000023

Start Date : 6/6/2019

Page No : 1

Groups Printed- Unshifted - Bank 1 - Bank 2

Start Time	From North					River St From East					Lake Flower Ave From South					River St From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
03:00 PM	0	0	0	0	0	0	16	10	0	26	26	0	146	0	172	139	12	0	0	151	349
03:15 PM	0	0	0	0	0	0	16	13	0	29	19	0	133	0	152	147	15	0	0	162	343
03:30 PM	0	0	0	0	0	0	15	8	0	23	20	0	139	0	159	158	17	0	0	175	357
03:45 PM	0	0	0	0	0	0	19	11	0	30	20	0	140	0	160	153	12	0	0	165	355
Total	0	0	0	0	0	0	66	42	0	108	85	0	558	0	643	597	56	0	0	653	1404
04:00 PM	0	0	0	0	0	0	16	11	0	27	24	0	136	0	160	146	17	0	0	163	350
04:15 PM	0	0	0	0	0	0	9	12	0	21	27	0	147	0	174	155	20	0	0	175	370
04:30 PM	0	0	0	0	0	0	16	12	0	28	24	0	149	0	173	147	21	0	0	168	369
04:45 PM	0	0	0	0	0	0	13	6	0	19	20	0	161	0	181	151	17	0	0	168	368
Total	0	0	0	0	0	0	54	41	0	95	95	0	593	0	688	599	75	0	0	674	1457
05:00 PM	0	0	0	0	0	0	12	16	0	28	16	0	127	0	143	141	13	0	0	154	325
05:15 PM	0	0	0	0	0	0	15	16	0	31	16	0	135	0	151	147	8	0	0	155	337
05:30 PM	0	0	0	0	0	0	11	16	0	27	11	0	127	0	138	147	7	0	0	154	319
05:45 PM	0	0	0	0	0	0	18	14	0	32	19	0	117	1	137	113	18	0	0	131	300
Total	0	0	0	0	0	0	56	62	0	118	62	0	506	1	569	548	46	0	0	594	1281
Grand Total	0	0	0	0	0	0	176	145	0	321	242	0	1657	1	1900	1744	177	0	0	1921	4142
Apprch %	0	0	0	0	0	0	54.8	45.2	0	12.7	12.7	0	87.2	0.1	90.8	90.8	9.2	0	0	98.1	
Total %	0	0	0	0	0	0	4.2	3.5	0	7.7	5.8	0	40	0	45.9	42.1	4.3	0	0	46.4	
Unshifted	0	0	0	0	0	0	170	143	0	313	239	0	1624	1	1864	1709	175	0	0	1884	4061
% Unshifted	0	0	0	0	0	0	96.6	98.6	0	97.5	98.8	0	98	100	98.1	98	98.9	0	0	98.1	98
Bank 1	0	0	0	0	0	0	6	2	0	8	3	0	28	0	31	31	2	0	0	33	72
% Bank 1	0	0	0	0	0	0	3.4	1.4	0	2.5	1.2	0	1.7	0	1.6	1.8	1.1	0	0	1.7	1.7
Bank 2	0	0	0	0	0	0	0	0	0	0	0	0	5	0	5	4	0	0	0	4	9
% Bank 2	0	0	0	0	0	0	0	0	0	0	0	0	0.3	0	0.3	0.2	0	0	0	0.2	0.2

# Barton & Loguidice, D.P.C.

VILLAGE OF SARANAC LAKE - LAKE FLOWER AVE & RIVER STREET INTERSECTION STUDY

234.036.001

Lake Flower Ave & River St - PM Peak

Saranac Lake, New York

File Name : 06-06-19 PM Counts

Site Code : 00000023

Start Date : 6/6/2019

Page No : 2

Start Time	From North					River St From East					Lake Flower Ave From South					River St From West					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:00 PM																					
04:00 PM	0	0	0	0	0	0	<b>16</b>	11	0	27	24	0	136	0	160	146	17	0	0	163	350
04:15 PM	0	0	0	0	0	0	9	<b>12</b>	0	21	<b>27</b>	0	147	0	174	<b>155</b>	20	0	0	<b>175</b>	<b>370</b>
04:30 PM	0	0	0	0	0	0	16	12	0	<b>28</b>	24	0	149	0	173	147	<b>21</b>	0	0	168	369
04:45 PM	0	0	0	0	0	0	13	6	0	19	20	0	<b>161</b>	0	<b>181</b>	151	17	0	0	168	368
Total Volume	0	0	0	0	0	0	54	41	0	95	95	0	593	0	688	599	75	0	0	674	1457
% App. Total	0	0	0	0	0	0	56.8	43.2	0	13.8	0	86.2	0	88.9	11.1	0	0	0	0	0	0
PHF	.000	.000	.000	.000	.000	.000	.844	.854	.000	.848	.880	.000	.921	.000	.950	.966	.893	.000	.000	.963	.984

ATTACHMENT NO. 3

TRIP GENERATION & DISTRIBUTION ASSUMPTIONS

## Lake Flower Ave. and River St. Intersection Study, Village of Saranac Lake: Trip Generation Analysis

### Developer provided Trip Generation:

- 16 Trips per hour for the hotel
- 20 Trips per hour for the restaurant
- Total of 36 Trips generated during peak hour
  - Assume arrival/departure rates match ITE trip generation manual
  - AM Peak hour = 24 entering/12 exiting
  - PM Peak hour = 18 entering/18 exiting
  - Assume Noon Peak hour = 18 entering/18 exiting

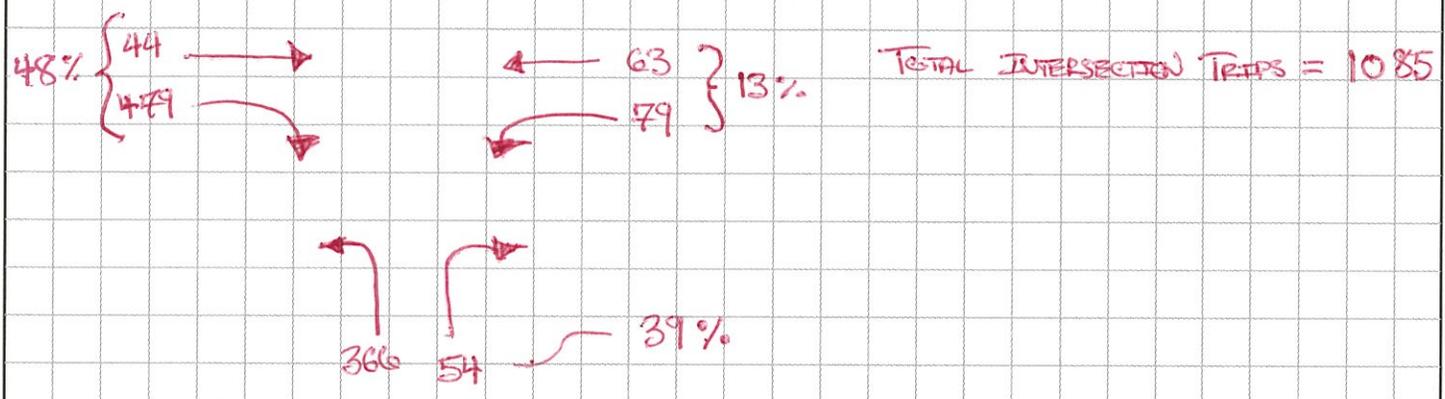
### ITE 9<sup>th</sup> Edition Trip Generation Manual:

#### Resort Hotel (Code 330) Trip Generation:

- Total of 93 hotel rooms proposed
- Rooms, Weekday, AM peak hour generator
  - 0.41 trips per room x 93 = 38 trip
  - 2/3 entering; 1/3 exiting
    - 25 entering; 13 exiting
- Rooms, Weekday, PM peak hour generator
  - 0.51 trip per room x 93 = 48
  - 50/50 entering/exiting
    - 24 entering; 24 exiting

## AM PEAK PERIOD:

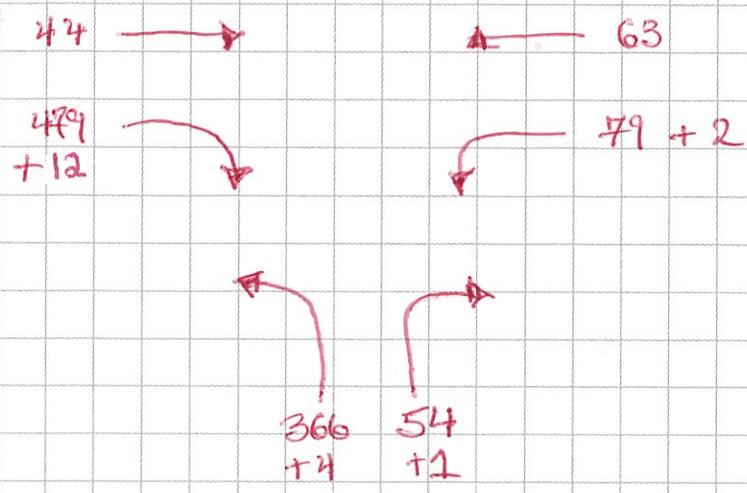
↑ N



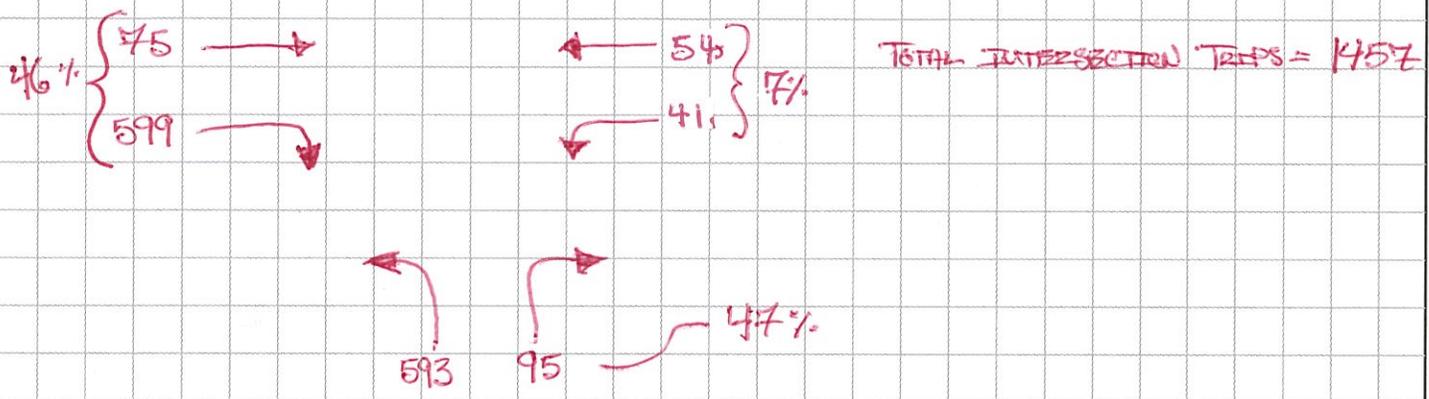
- TOTAL NB TRAFFIC = 366 + 54 = 420 TRIPS
- TOTAL SB TRAFFIC = 479 + 79 = 558 TRIPS
- TOTAL TRIPS BYPASSING NEW DEVELOPMENT = 420 + 558 = 978 TRIPS
- THEREFORE DIRECTIONAL BREAKDOWN = 43% NB ; 57% SB

- DEVELOPMENT AM TRIPS
  - 24 ENTERING ⇒ 10 TRIPS NB ; 14 TRIPS SB
  - 12 EXITING ⇒ 5 TRIPS NB ; 7 TRIPS SB

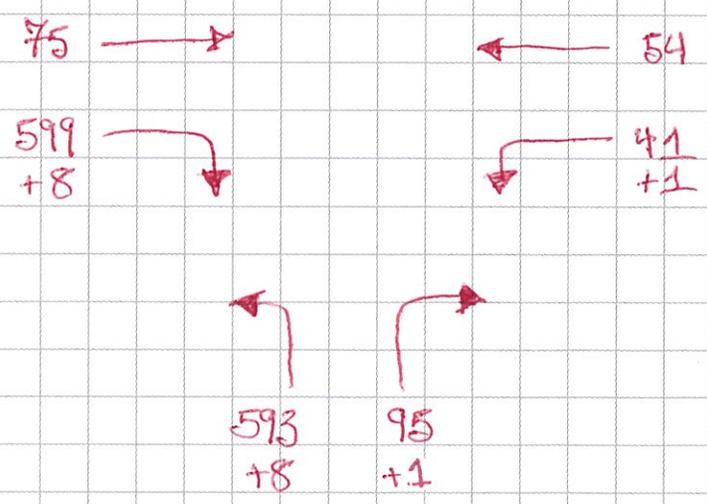
## AM DEVELOPMENT TRAFFIC ASSIGNMENT:



PM Peak Periods :



- TOTAL NB TRIPS =  $593 + 95 = 688$  TRIPS
- TOTAL SB TRIPS =  $599 + 41 = 640$  TRIPS
- TOTAL TRIPS BYPASSING DEVELOPMENT =  $688 + 640 = 1328$  TRIPS  
 ↳ DIRECTIONAL DISTRIBUTION = 52% NB ; 48% SB
- DEVELOPMENT PM TRIPS  $\left\{ \begin{array}{l} 18 \text{ ENTERING} \Rightarrow 9 \text{ TRIPS NB} ; 9 \text{ TRIPS SB} \\ 18 \text{ EXITING} \Rightarrow 9 \text{ TRIPS NB} ; 9 \text{ TRIPS SB} \end{array} \right.$
- PM DEVELOPMENT TRAFFIC ASSIGNMENT :



ATTACHMENT NO. 4

NYS DOT DESIGN CRITERIA

Exhibit 2-4 Design Criteria for Non-NHS Urban Arterials

Lanes <sup>1,2</sup>				Width (ft.)	
<b>Travel Lanes</b>				<b>Minimum</b>	<b>Desirable</b>
For highly restricted areas with no or little truck traffic (0 to 2%)				10	-
Routes designated as Qualifying Highways on the National Network (1982 STAA Highways)				12	-
Shared lane that will accommodate cyclists, per HDM §2.6.2.1				13 <sup>3</sup>	15
All other conditions (e.g., left-hand through lanes)				11	12
<b>Bicycle lane (dedicated preferential use travel lane for bicycling)</b>				5 <sup>3</sup>	6 – 7 <sup>4</sup>
<b>Turning Lanes</b>				<b>Minimum</b>	<b>Desirable</b>
Left and Right, Truck volume ≤ 2%				10	11
Left and Right, Truck volume > 2%				11	12
Two-way left-turn lanes				11	14
<b>Parking Lanes</b>				<b>Minimum</b>	<b>Desirable</b>
Future provision for travel lane				11	-
Future provision for turn lanes				10	-
Future provision for turn lane on 35 mph or less arterial				9	-
No future provisions for turn lanes				8	-
Shoulders <sup>1,2</sup>				Width (ft.)	
<b>Curbed</b>				<b>Minimum</b>	<b>Desirable</b>
Left shoulder for divided arterials				0	1 to 2
Right shoulder that <u>will not</u> accommodate cyclists, per HDM §2.6.2.1, and no provision for breakdowns or turning movements				0	4
Right shoulder that <u>will</u> accommodate cyclists, per HDM §2.6.2.1				5 <sup>3</sup>	6 <sup>5</sup>
Right shoulder, provision for breakdowns and turning movements				6	10
<b>Uncurbed</b>				Refer to Exhibit 2-3	
Design Speed (mph)	Maximum Percent Grade			Minimum Stopping Sight Distance (ft.)	Minimum Radius Curve (ft.) e <sub>max</sub> = 4%
	Level	Rolling	Mountainous		
30	8	9	11	175	188
35	7	8	10	220	263
40	7	8	10	271	356
45	6	7	9	327	466

**Notes:**

1. For bridges, refer to the [NYSDOT Bridge Manual](#), Section 2. Where the Bridge Manual only furnishes roadway width, subtract the lane width on this table from the roadway width to determine the shoulder width.
2. Refer to HDM §2.6.2.1 for information on determining lane and shoulder widths for bicycling in urban areas. Note that bicyclists have the same rights and responsibilities as motorists, except as provided in Sections 1230-1236 of the New York State Vehicle and Traffic Law.
3. If neither a 5 ft. min. shoulder/bicycle lane nor a 13 ft. min. shared lane can be provided, a justification is required for the nonstandard lane width. Refer to HDM §2.6.2.1 for more information.
4. Widths greater than 5 ft. (up to 7 ft.) are desirable for bicycle lanes adjacent to parking lanes.
5. It is desirable to provide 6 ft. where truck traffic is high and anticipated bicycle demand for the shoulder is high.

Exhibit 2-6 Design Criteria for Non-NHS Urban Collectors

Lanes <sup>1,2</sup>				Width (ft.)	
<b>Travel Lanes (with curb)</b>				<b>Minimum</b>	<b>Desirable</b>
Residential and commercial areas				10	12
Routes designated as Qualifying Highways on the National Network (1982 STAA Highways)				12	-
Industrial area without severe ROW limitations;				12	-
Industrial area with severe ROW limitations				11	-
Wide curb lane that will accommodate cyclists, per HDM §2.6.2.1				13 <sup>3</sup>	15
<b>Travel Lanes (uncurbed)</b>				Refer to Exhibit 2-5	
<b>Bicycle Lane (dedicated preferential use travel lane for bicycling)</b>				5 <sup>3</sup>	6 -7 <sup>4</sup>
<b>Turning Lanes</b>				<b>Minimum</b>	<b>Desirable</b>
Truck volume ≤ 2%				10	12
Truck volume > 2%				11	12
Two-way left-turn lanes (trucks ≤ 2%)				10	16
Two-way left-turn lanes (trucks > 2%)				11	16
<b>Parking Lanes</b>				<b>Minimum</b>	<b>Desirable</b>
Residential area				7	8
Commercial / industrial areas				8	11
Shoulders <sup>1,2</sup>				Width (ft.)	
<b>Curbed</b>				<b>Minimum</b>	<b>Desirable</b>
Left shoulder for divided urban collectors				0	1 to 2
Right shoulder that <u>will not</u> accommodate cyclists, per HDM §2.6.2.1, and no provision for breakdowns or turning movements				0	4
Right shoulder that <u>will</u> accommodate cyclists, per HDM §2.6.2.1				5 <sup>3</sup>	6 <sup>5</sup>
Right shoulder, provision for breakdowns and turning movements				6	10
<b>Uncurbed</b>				Refer to Exhibit 2-5	
Design Speed (mph)	Maximum Percent Grade <sup>6</sup>			Minimum Stopping Sight Distance (ft)	Minimum Radius Curve (ft) e <sub>max</sub> = 4%
	Level	Rolling	Mountainous		
30	9	11	12	175	188
35	9	10	12	220	263
40	9	10	12	271	356
45	8	9	11	327	466

**Notes:**

1. For bridges, refer to the [NYSDOT Bridge Manual](#), Section 2. Where the Bridge Manual only furnishes roadway width, subtract the lane width on this table from the roadway width to determine the shoulder width.
2. Refer to HDM §2.6.2.1 for information on determining lane and shoulder widths for bicycling in urban areas. Note that bicyclists have the same rights and responsibilities as motorists, except as provided in Sections 1230-1236 of the New York State Vehicle and Traffic Law.
3. If high bicycling demand is anticipated or a bicycle route is present, and neither a 5 ft. min. shoulder/bicycle lane nor a 13 ft. min. shared lane can be provided, a justification is required for the nonstandard lane width. Refer to HDM §2.6.2.1 for more information.
4. Widths greater than 5 ft. (up to 7 ft.) are desirable for bicycle lanes adjacent to parking lanes.
5. It is desirable to provide 6 ft. where truck traffic is high and anticipated bicycle demand for the shoulder is high.
6. Maximum grades of short length (< 490 ft.) and on one-way downgrades may be 2% steeper.

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

SUBJECT: Promote to Steven LaHart      DATE: 1-13-2020  
DEPT OF ORIGIN: Village Manager      BILL # 1-2020  
DATE SUBMITTED:      EXHIBITS: \_\_\_\_\_  
APPROVED AS TO FORM:

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

EXPENDITURE REQUIRED: \$	AMOUNT BUDGETED: \$	APPROPRIATION REQUIRED:
-----------------------------	------------------------	----------------------------

**SUMMARY STATEMENT**

Promote Steven LaHart to Water & Wastewater Treatment Plant Operator Trainee.  
Salary and benefits as outlined in the Teamster Union Contract.

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

VOTE ON ROLL CALL:  
MAYOR RABIDEAU      \_\_\_\_\_  
DEPUTY MAYOR SHAPIRO      \_\_\_\_\_  
TRUSTEE LITTLE      \_\_\_\_\_  
TRUSTEE MURPHY      \_\_\_\_\_  
TRUSTEE CATILLAZ      \_\_\_\_\_

**RESOLUTION AUTHORIZES VILLAGE MANAGER TO PROMOTE MEO TO  
WATER & WASTEWATER TREATMENT PLANT OPERATOR TRAINEE POSITION**

Whereas, the Village of Saranac Lake has an open Water and Wastewater Treatment Plant Operator Trainee Position, and,

Whereas, Steven LaHart meets all Civil Service requirements to be a Water and Wastewater Treatment Plant Operator Trainee.

Now, Therefore Be It Resolved, The Village of Saranac Lake Board of Trustees authorizes the Village Manger to promote Steven LaHart to the position of Water and Waste Water Treatment Plant Operator Trainee. .

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

SUBJECT: Hire Tristin Fitzgerald

DATE: 1-13-2020

DEPT OF ORIGIN: Village Manager

BILL # 2-2020

DATE SUBMITTED:

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

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED: \$

AMOUNT  
BUDGETED: \$

APPROPRIATION  
REQUIRED:

---

**SUMMARY STATEMENT**

Hire Tristin Fitzgerald as a Water & Wastewater Maintenance Helper.  
Salary and benefits as outlined in the Teamster Union Contract.

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

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

DEPUTY MAYOR SHAPIRO \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE CATILLAZ \_\_\_\_\_

**RESOLUTION AUTHORIZING  
TO HIRE TRISTIN FITZGERALD**

WHEREAS, The Village currently has an open position of a Water & Wastewater Maintenance Helper, and

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

WHEREAS, The Village of Saranac Lake staff is authorized to work through Franklin County Civil Service, and,

WHEREAS, This position is a member of the Teamsters Union and will begin with all the benefits of a starting union member and,

NOW, THEREFORE BE IT RESOLVED, authorization is given to the Village Manager to hire Tristin Fitzgerald for a Water & Wastewater Maintenance Helper position.

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

SUBJECT: Hire Robert VanHouten

DATE: 1-13-2020

DEPT OF ORIGIN: Village Manager

BILL # 3-2020

DATE SUBMITTED:

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

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED: \$

AMOUNT  
BUDGETED: \$

APPROPRIATION  
REQUIRED:

---

**SUMMARY STATEMENT**

Hire Robert VanHouten as a Motor Equipment Operator.  
Salary and benefits as outlined in the Teamster Union Contract.

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

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

DEPUTY MAYOR SHAPIRO \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE CATILLAZ \_\_\_\_\_

December 24, 2019

**RESOLUTION FOR HIRING ROBERT VANHOUTEN TO BE AN MEO**

WHEREAS, the Village has advertised an opening within the DPW for a MEO and

WHEREAS, Dustin Martin and Chris Blanchard have interviewed individuals for this position and

WHEREAS, Dustin Martin and Chris Blanchard are recommending Robert VanHouten to this position of MEO.

NOW, THEREFORE BE IT RESOLVED, the Village Board hereby authorizes the hiring of Robert VanHouten to the MEO position

BE IT FURTHER RESOLVED, funds to pay for this position are in the present budget of 2019-2020 and in the new budget of 2020 - 2021

Signature:

A handwritten signature in black ink, appearing to be the initials 'JL' followed by a horizontal line.

Date: 12/24/2019

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

SUBJECT Authorize NYS CDBG 1029PR165-19 Grant \$930,000 Payeville Sewer Improvements  
DATE: 1-13-2020

DEPT OF ORIGIN: Village Manager BILL # 4-2020

DATE SUBMITTED: EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED: \$

AMOUNT  
BUDGETED: \$

APPROPRIATION  
REQUIRED:

---

**SUMMARY STATEMENT**

Authorize Village of Saranac Lake to enter into grant agreement for NYS-CDBG 1029PR 165-19 in the amount of \$930,000.00 grant for Payeville Sewer Improvements.

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

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

DEPUTY MAYOR SHAPIRO \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE CATILLAZ \_\_\_\_\_

**WHEREAS THE VILLAGE OF SARANAC LAKE HAS BEEN AWARDED \$930,000.00  
GRANT FOR PAYEVILLE SEWER IMPROVEMENTS**

**Whereas,** The Village of Saranac Lake with it's engineer AESNortheast submitted to NYS CDBG the Payeville Sewer Improvement project for funding

**Whereas,** The Village of Saranac Lake was awarded \$930,000.00 from NYS CDBG in reference to the replacement of sewer infrastructure on Payeville Lane.

**No Therefore be it resolved,** The Village Board of Trustees authorizes the NYS CDBG project 1029PR165-19 and directs that all necessary documentation be signed as directed.



## Homes and Community Renewal

Housing  
Trust Fund  
Corporation

ANDREW M. CUOMO  
Governor

RUTHANNE VISNAUSKAS  
Commissioner/CEO

December 30, 2019

Honorable Clyde Rabideau  
Mayor  
Village of Saranac Lake  
3 Main Street, Suite 1  
Saranac Lake, NY 12983

Dear Mayor Rabideau:

Re: Village of Saranac Lake  
NYS CDBG Project #1029PR165-19  
Village of Saranac Lake Payeville Lane Sewer Improvements

Congratulations to Village of Saranac Lake on being awarded a 2019 New York State Community Development Block Grant (NYS CDBG) for PR through the 2019 CFA Application Round.

Enclosed are two (2) copies of the Grant Agreement for the above referenced project. Included in the Grant Agreement are the following: **Schedule A**, which may provide additional requirements or instructions that must be addressed prior to the execution of the Grant Agreement; **Schedule B**, which is the approved NYS CDBG project budget, including proposed accomplishments of the project, as stated in the application for CDBG funds, and **Schedule C**, which identifies the steps required to complete the Environmental Review Record, which is required to obtain approval for the release of funds.

Both copies of the Grant Agreement must be signed by the Chief Elected Official (CEO) and returned to the address listed below no later than **Monday, February 3, 2020**. To fully execute the Grant Agreement and to set up the electronic transfer of funds, a non-interest bearing financial account, solely for the deposit and disbursement of NYS funds, must be established in the name of the Village of Saranac Lake, and the following must be completed and submitted to the OCR with the signed copies of the Grant Agreement:

- *Authorized Signature Form for Request for Funds* (original)
- *ACH/Direct Deposit Authorization of NYS CDBG Funds* (original)
- *Program Schedule*
- *Project Team*

Submittal of the *Authorized Signature*, the *Designation of Depository*, *Program Schedule* and *Project Team* are required for **all new, current, and prior Recipients** of NYS CDBG funding. These forms and instructions are available on the OCR website, <https://hcr.ny.gov/community-development-block-grant>.

The effective date of the Grant Agreement and the date your community can begin incurring costs for exempt activities, as identified in 24CFR58.34 and 58.35 is December 19, 2019. **Costs for non-exempt activities cannot be incurred until the required Environmental Review Record (ERR) is submitted to the OCR and the Request for Release of Funds has been approved.**

CDBG funds will only be disbursed after the ERR has been accepted and a Release of Funds is approved or a concurrence letter is issued. Please refer to Schedule C of the Grant Agreement for more information on completing the ERR process.

Specific guidelines for administering the grant, including the required environmental review requirements, can be found in the Grant Administration Manual located on the OCR website at <https://hcr.ny.gov/community-development-block-grant>.

Please also note that recipients are required to submit a NYS CDBG Local Recipient Administrative Plan **prior to requesting funds for the first time**. The plan template can be found on our website at the link above.

To better assist Village of Saranac Lake, the Office of Community Renewal (OCR) is pleased to provide the following schedules for webinars:

- |                                |                   |
|--------------------------------|-------------------|
| 1. Getting Started             | January 15, 2020  |
| 2. Environmental Review        | January 22, 2020  |
| 3. Financial Management        | January 29, 2020  |
| 4. Program Administration      | February 5, 2020  |
| 5. Lead Based Paint Compliance | February 12, 2020 |

Participation in the all five webinars is required for all Recipients. Information for webinar registration will be sent via e-mail.

The OCR would like to take this opportunity to introduce Savitry Kola, the assigned NYS Community Developer. Please contact Savitry Kola at [savitry.kola@nyshcr.org](mailto:savitry.kola@nyshcr.org) with any questions regarding this project or for the completion of the Grant Agreement and associated documents.

Sincerely,



Jason Purvis  
Vice President, Federal Programs  
Office of Community Renewal

(2) enclosures

cc: Savitry Kola, Community Developer

**NEW YORK STATE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

Project No. 1029PR165-19

**AGREEMENT**, made effective as of the 19th day of December, 2019, between the Housing Trust Fund Corporation (HTFC), represented by the Office of Community Renewal (collectively the "Corporation"), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and the Village of Saranac Lake ("Recipient"), a unit of general local government, with offices at 3 Main Street, Suite 1, New York 12983

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act"), the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government in non-entitlement areas located in the State of New York ("State"); and

**WHEREAS**, the Recipient has applied to the Corporation for CDBG funds to finance the community development activities ("Project"), as described in the Recipient's Program Year 2019 Grant application ("Application"); and

**WHEREAS**, the Corporation has selected the Recipient to receive an award in an amount not to exceed \$930,000 ("Grant Funds").

**NOW, THEREFORE**, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

**1. Contents of Agreement.** The following documents are incorporated by reference into this Agreement as if fully set out herein: **a)** the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; **b)** the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); **c)** applicable Federal and State law and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; **d) Schedule A**, "Special Conditions", and **Schedule B**, "Awarded Budget and Projected Accomplishments", attached hereto and **Schedule C**, "Environmental Review and Release of Funds Requirements, attached hereto.

**2. Recipient Performance.** **a)** The Recipient agrees to utilize Grant Funds only to implement the activities described in, and in accordance with the terms of: **(i)** the Recipient's application, as amended by the Special Conditions attached as Schedule A; **(ii)** this Agreement; and **(iii)** all applicable State and Federal laws and regulations. This provision shall survive the termination or expiration of this Agreement. **b)** The period of

performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence on the effective date of this Agreement and shall end **December 20, 2021**.

**3. Grant Funds.** a) The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of CDBG funds from HUD pursuant to the Act. b) The Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement, and any additional funds required to complete the Project will be the sole responsibility of the Recipient. c) The Grant Funds are based upon the cost estimates provided by the Recipient in its Application. The Corporation reserves the right to reduce the Grant Funds: (i) to conform to any revision to which the parties may agree with respect to the Recipient's Application; or (ii) if the actual costs for the approved activities are less than those budgeted for in the Recipient's Application.

**4. Disbursement of Grant Funds.** a) The Recipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement; or (iii) take corrective or remedial administrative action including, without limitation, suspension or termination of the Recipient's funding under this Agreement. b) The Recipient shall certify with each request for Grant Funds that: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source. c) The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).

**5. Use of Grant Funds to Make Loans.** If the Recipient utilizes Grant Funds to make loans and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by the Recipient:

"The Lender, in consideration of the Community Development Block Grant ("CDBG") awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights

and remedies under this Promissory Note to HTFC. In the event (i) the CDBG Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance, any wrongdoing on the part of Recipient, sub-recipient or "borrower, or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

**6. Subcontracts.** The Recipient shall: a) require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.

**7. Program Income.** Program Income is defined as the gross income, which includes principal and interest, of the Recipient or its Subrecipients that was generated from the use of CDBG funds when such total exceeds \$35,000 as provided in 24CFR570.489(e). When the income is generated by an activity that is only partially funded with CDBG funds, the income must be prorated to reflect the percentage of CDBG used.

The gross income from the CDBG funds must be accumulated in a separate local account. If during the State's fiscal year (April 1 - March 31), the gross income does not exceed \$35,000, the funds are considered miscellaneous revenue and may be retained by the Recipient and moved to its general account at the end of the State's fiscal year. However, prior to moving the funds to the general account, the Recipient must submit the account bank settlements to OCR, for the State's fiscal year, to demonstrate that the gross income did not exceed \$35,000. The OCR will provide written approval to transfer. However, if during the State's fiscal year, the gross income exceeds \$35,000, then all funds received, including the initial \$35,000, are considered Program Income and must be returned to HTFC at the end of the State's fiscal year with a Program Income Report. Nevertheless, no Program Income may be directly disbursed to activities by the Recipient or Subrecipients without HTFC written consent.

Gross income accrued after the grant has been closed out by the HTFC may still be Program Income if it exceeds \$35,000 during the State's fiscal year, in which case it must be returned to the HTFC.

Real property sold with five (5) years from the date of closeout by the HTFC, must be included in gross income for the purposes of determining Program Income. However, after five (5) years from the date of closeout by the HTFC, any proceeds from the sale of real property purchased or improved with CDBG funds are not considered Program Income and may be retained by the Recipient.

Notwithstanding any other provisions of this clause, all revolving loan fund income, both of principal and interest, is Program Income. Revolving loan fund income must be returned monthly upon receipt to the HTFC. Revolving loan fund income is not included in the total gross income calculation when determining program income.

**8. Records.** The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal government. All such records shall be maintained and available for inspection, copying and audit during the term and for seven years following the final disbursement of the Grant Funds.

**9. Reports.** The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

**10. Performance Review.** The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.

**11. Notice of Investigation or Default.** The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: **a)** the commencement of any investigation or audit of its activities by any governmental agency; or **b)** the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project, or **(iii)** the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's approved application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

**12. Default.** a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment(s). b) The following shall constitute an Event of Default hereunder: (i) if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; (ii) if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; (iii) if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; (iv) if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; (v) if the Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project on or before the Completion Date, or any wrongdoing on the part of Recipient, sub-recipient or "borrower". c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: (i) terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; (ii) commence a legal or equitable action to enforce performance of this Agreement; (iii) withhold or suspend payment of Grant Funds; (iv) exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose. d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have

the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

**13. Equal Opportunity Requirements and Procedures.** Under Article 15A of the New York State Executive Law, all award recipients and their contractors are required to comply with the Equal Employment Opportunity provisions of Section 312 of that Article. Also, all contractors and awardees are required to make affirmative efforts to ensure that New York State Certified Minority and Women-Owned Business Enterprises are afforded opportunities for meaningful participation in projects through inclusion on the list of contractors funded by HTFC pursuant to Section 313 of the Article. Visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <http://www.esd.ny.gov/MWBE.html>

**14. Indemnification.** To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

**15. Non-Liability.** Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

**16. Statute of Limitations.** No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

**17. Service of Process.** In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the

Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.

**18. Notices.** All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.

**19. Severability.** Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

**20. Nonwaiver.** The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.

**21. Assignment.** No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without the prior written approval of the Corporation.

**22. Successors.** This Agreement shall be binding upon the successors in office of the respective parties.

**23. Assurance of Authority.** The Recipient hereby assures and certifies that: a) The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. b) A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. d) The representations, statements, and other matters contained in the

Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. e) Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (ii) the execution and performance of this Agreement will not result in any such violation.

**24. Photography Release.** Recipient shall require any Third Party to execute a photography release, an example of which is available in the OCR website at <https://hcr.ny.gov/community-development-block-grant> or a release in substantially similar form thereof.

**25. Expenditure of Funds.** Recipient shall complete the Environmental Review Record, obtain approval for a Request for Release of Funds and submit the first request for funds to the OCR within 270 days of the date of the grant award.

**26. Project Completion.** Recipient shall submit the Final Annual Performance Report and report all accomplishments within six (6) months of the final request for funds or within thirty (30) days of the termination date of this agreement, whichever occurs first.

**27. Entire Agreement.** This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State.

**IN WITNESS WHEREOF**, this Agreement has been executed by a duly authorized representative of the parties.

**Housing Trust Fund Corporation**

By: \_\_\_\_\_  
Name: Crystal Loffler  
Title: Interim President  
Office of Community Renewal

**Village of Saranac Lake**

By: \_\_\_\_\_  
Name: Clyde Rabideau  
Title: Mayor

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

**SCHEDULE A**  
**SPECIAL CONDITIONS**

As a condition to execute the NYS CDBG grant agreement, the Village of Saranac Lake must:

1. Undertake an income survey or demonstrate to the satisfaction of the OCR that the beneficiaries in the proposed Payeville Lane Sewer Improvements can be determined to be at least 51% low-and moderate income (LMI).
  - a. The information provided by the applicant does not appear to satisfy the National Objective Compliance requirements for the CDBG Program.
  - b. Submit a revised Public Activity Detail that clearly demonstrates that 51% of the persons in the Payeville Lane benefit area are at least 51% LMI.

Schedule B

2019 Awarded Budget & Projected Accomplishments

<b>Project Number:</b> 1029PR165-19				
<b>Community</b>	<b>C/TV</b>	<b>County</b>	<b>Type</b>	<b>Awarded Amount</b>
Saranac Lake	Village	Essex	Public Sewer	\$930,000

**Award Budget:**

<b>Funding Source</b>	<b>Amount</b>
CDBG	\$930,000.00
EFC - (Initial Budget Only)	\$1,820,829.00
<b>Projected Total Funding:</b>	<b>\$2,750,829.00</b>

**Activity Budget Detail**

<b>Activity(ies)</b>	<b>Projected Use</b>	<b>Amount</b>
V. of Saranac Lake Lake Payeville Lane	Sewer	\$930,000
		<b>\$930,000</b>

**Projected Accomplishmen:**

1029PR16519-01	V. of Saranac Lake Lake Payeville Lane Sewer	
	<b>Project Area</b>	
	Households in Project Area	2491
	LMI Households in Project Area	1263

**Source Key:**

AHC - Affordable Housing Corp, RESTORE - Residential Emergency Services to Offer Repair to Elderly, ARC - Appalachian Regional Commission Area Development Program, ANCCEP - Adirondack North Country Community Enhancement Program, DASNY - Dormitory Authority of the State of New York, EDA - US Economic Development Administration, EFC CW - Environmental Facilities Corp. ; Clean Water Act SRF, EFC DW - Environmental Facilities Corp. ; Safe Drinking Water Act SRF, FHLB - Federal Housing Loan Bank, IDA - Industrial Development Agency, LDC - Local Development Corp., NCA - Norty Country Alliance, NYBDC - New York State Business Development Corp., NYSCA - New York State Council of the Arts, , NYSERDA - New York State Energy Research and Development Authority, NYS OCFS - NYS Office of Children and Family Services, NYS OTDA - NYS Office of temporary and Disability Assistance, NYS Strategic Invest Fund, RUS - USDA Rural Development, Rural Utilities Service, Water and Wastewater Disposal Loan and Grant Program, SBTIF - Small Business Technology Investment Fund, US HHS - Department of Health and Human Services (federal)

## SCHEDULE C

### SPECIAL CONDITIONS

This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). An Environmental Review Record (ERR) and a Request for Release of Funds (RROF) or concurrence must be approved by the Office of Community Renewal (OCR) prior to incurring any project costs.

Exempt costs that are directly associated with the completion of the ERR and obtaining approval for release of funds or concurrence and incurred prior to the release of funds will be eligible for reimbursement. However, Recipients still incur costs for exempt activities at their own risk.

For any activities that are other than exempt, any costs incurred prior to the release of funds will not be eligible for NYS CDBG reimbursement. Recipients that incur costs for activities other than exempt prior to the approval of the release of funds or issuance of a concurrence letter do so at their own risk.

Carefully review all Environmental Review requirements, which can be found in Chapter 2 of the OCR Grant Administration Manual. This includes, but is not limited to:

1. Designate a Certifying Officer and Environmental Responsibility Certification.
2. Establish the Environmental Review Record
  - a. Program activities
  - b. Program classification
  - c. Regulatory compliance documentation
  - d. Environmental assessment and determination (when applicable)
  - e. Public notices (when applicable)
3. Determine NEPA
  - a. Exempt
  - b. Categorically Excluded (a) and/or (b)
4. Compliance with Related Laws at 24 CFR 58.5, 24 CFR 58.6 and HUD Environmental Procedures at 24 CFR 50.4
5. Determine SEQR
  - a. Type I
  - b. Type II
  - c. Unlisted
6. SHPO/THPO compliance
7. Documentation that all environmental permitting has been addressed, for example, Army Corps of Engineers, Department of Health, Department of Environmental Conservation, Etc.
8. Documentation of compliance with floodplain/wetland management
9. Environmental Impact Statement (if applicable)
10. Documentation of publication of NOI/RROF or combined FONSI/NOIRROF (when applicable)

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

SUBJECT: Skyward Hospitality Lease 3 Main St  
FOR AGENDA OF

1-13-2020

DEPT OF ORIGIN: Mayor Rabideau

BILL # 5-2020

DATE SUBMITTED: \_\_\_\_\_

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

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED: \$

AMOUNT  
BUDGETED: \$

APPROPRIATION  
REQUIRED:

**SUMMARY STATEMENT**

Authorize Village of Saranac Lake to enter into attached lease for third floor 3 Main St with Skyward Hospitality.

**RECOMMENDED ACTION**

APPROVAL OF RESOLUTION

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

VOTE ON ROLL CALL:

MAYOR RABIDEAU      \_\_\_\_\_

TRUSTEE LITTLE      \_\_\_\_\_

TRUSTEE MURPHY      \_\_\_\_\_

TRUSTEE SHAPIRO      \_\_\_\_\_

TRUSTEE CATILLAZ      \_\_\_\_\_

**LEASE AGREEMENT**

**BY THIS** Lease Agreement (this “Lease” or “Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020\_\_, between, the Village of Saranac Lake, a New York State Municipal Corporation, having offices at 39 Main Street, Suite 9, Saranac Lake, New York, (hereinafter referred to as “Lessor”) and \_\_SKYWARD HOSPITALITY LLC.\_\_\_\_\_ (hereinafter the “Lessee”), Lessor demises and lets to Lessee a portion of that certain real property and improvements thereon located at 3 Main Street, Village of Saranac Lake, County of Franklin, State of New York, (the “Office Building”) the leased premises shall be all of the third (3<sup>rd</sup>) floor of the Office building, which includes 2457 square feet (useable space), as more particularly described on Exhibit A, attached hereto and made a part hereof (the “Premises”), to occupy and to use for the purpose of operating a billing center in accordance with the terms and conditions set forth in this Lease.

The Lessor represents and warrants that, The Village and, SKYWARD HOSPITALITY LLC, the current tenant of the premises, have agreed to sublet the third floor of the Office Building to the Lessee

It is further understood and agreed between the parties as follows:

**ARTICLE 1**

**TERM AND TERMINATION**

1.1 The Lease Term shall commence on the date of execution of this Agreement, \_\_\_\_\_ 2020\_\_\_\_\_), or such other Date as the parties may agree (the “Commencement Date”) and continue for five years.

1.2 Lessee shall have the right to renew this Lease for an additional period (The “Renewal Term”) providing that both the following conditions take place;

1.2.1 Lessee gives written notice of such renewal to Lessor prior to 6 months before the expiration of the current Term.; and

1.2.2 Lessor gives written notice that the facility is available for lease prior to 6 months before the expiration of the current Term, \_\_\_\_\_, 202\_.

## **ARTICLE 2**

### **RENT**

2.1 The Rent for the Premises for the entire Term shall be \$1,800.00 per month per year. The rent is based upon 2457 square feet of useable space on the Premises, and is inclusive of all real estate taxes, utilities and casualty insurance as set forth in this Lease.

2.2 Should Lessee elect to renew the Lease, pricing will be established at that time.

2.3 Should the Lessor elect not to renew the lease at the current monthly rent of \$1,800, Lessee shall be given at least six (6) months' prior notice of Lessor's intent not to renew the lease under the current lease's terms.

## **ARTICLE 3**

### **PARKING**

3.1 Lessee shall have access to the public parking lots, as applicable. Notwithstanding anything to the contrary, in no event shall the parking spaces provided by Lessor be less than the number of parking spaces required by any applicable zoning or other governmental laws, ordinances, rules or regulations for Lessee's use and occupancy of the Premises. The Lessor shall have the right to use all the spaces in the parking area for parking of public events and also for general parking during non-business hours, weekends and holidays.

## **ARTICLE 4**

### **USE AND OCCUPANCY; COMPLIANCE WITH LAWS**

4.1 The Lessee shall use the Premises for commercial purposes, related to the Lessee's administrative operations, and for no other purposes without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. The Lessee is a hospitality industry.

4.2 The Lessee shall keep the Premises clean in accordance with standards from time to time promulgated by the Franklin County Health Department, and shall not cause the release of any odor, vibration, fumes, noise and/or nuisance within or beyond the confines of the Premises, other than

routinely and ordinarily associated with the permitted uses of the Premises.

4.3 The Lessee shall use and occupy the Premises at all times in compliance with all applicable Federal, State and local environmental, land use, zoning, health, safety and sanitation laws, ordinances, codes, rules and regulations, interpretations and orders of regulatory and administrative authorities with respect thereto (collectively, "Legal Requirements"), and, except as provided for herein, shall, at its sole cost and expense, obtain and comply with all such approvals, registrations or permits required thereunder. Further, the Lessee shall defend, indemnify and hold the Lessor, its employees, agents, and partners harmless from and against any claim, demand, cost, expense or liability arising out of or relating to the Lessee's failure to maintain its operations at the Premises in compliance with all applicable Legal Requirements.

4.4 Lessor hereby represents and warrants to Lessee the following:

4.4.1 To the best of Lessor's knowledge, the Premises has been owned and operated in compliance with all applicable Legal Requirements, including, without limitation, Environmental Laws. For purposes of this Lease, the term "Environmental Laws" means each and every applicable Federal, State, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement applicable to Hazardous Substances, pollution, human health and safety, and the environment, together with any amendments thereto, regulations promulgated thereunder, and all substitutions thereof, and any successor legislation and regulations including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. § 9601 et seq), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the New York State Environmental Conservation Law, and the New York State Navigation Law.

4.4.2 To the best of Lessor's knowledge, there are no Hazardous Materials located on or contaminating the Premises. Hazardous Materials as used in this Lease means any pollutants,

contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, under-ground storage tanks, radon, asbestos and asbestos containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde), and soil vapor intrusion, as such terms are used in any Environmental Laws (excluding unused solvents, cleaning fluids and other lawful substances used in the ordinary, current operation and maintenance of the Premises, to the extent stored in accordance with all applicable Environmental Laws).

4.4.3 The Premises and Lessee's intended uses comply with all applicable zoning and planning ordinances.

4.4.4 Lessor has the authority to enter into this Lease with Lessee and perform all of the obligations set forth herein, and shall be bound hereby. The party executing this Lease on behalf of Lessor has the requisite authority to do so by resolution of the Saranac Lake Village Board.

4.4.5 To the best of Lessor's knowledge, the Premises is structurally sound with no material defects.

4.4.6 Lessor is not aware of any conditions affecting or restrictions on title to the Premises which would in any way interfere with the Lessee's use of the Premises.

4.4.7 There are no Environmental Conditions at, on, under or about the Premises and the Premises is in compliance with applicable Environmental Laws. For purposes of this Lease, Environmental Conditions means any condition with respect to surface or subsurface soils, surface waters, ground waters, land, sediments, indoor or outdoor air at or about the Premises, whether or not previously discovered or known, that may give rise to any actual or potential liability under Environmental Laws, or otherwise materially affect the Lessee's ability to use the Premises for the permitted uses hereunder.

## **ARTICLE 5**

### **INSURANCE**

5.1 The Lessor shall, at its sole expense, during the Term and Renewal Term, keep in full

force and effect a Premises Liability Insurance Policy. The Premises Liability Insurance Policy or certificates thereof shall be delivered by the Lessor to the Lessee upon the Lessee's taking possession of the Premises. The Lessor shall also deliver to the Lessee evidence of renewal of such All Risk Fire Insurance and Premises Liability Insurance Policy within twenty (20) days before expiration of such coverage. The Lessee shall be named as an additional insured on the Lessor's insurance policies.

5.2 The Lessee shall, at its sole expense, during the Term and Renewal Terms, keep in full force and effect a General Liability Insurance Policy in an amount not less than \$1,000,000.00 to cover both bodily injury and property damage in an amount of not less than \$1,000,000.00 per occurrence and in the aggregate. The General Liability Insurance Policy, or a certificate thereof, shall be delivered to the Lessor, together with proof of payment of premium, upon the Lessee's taking possession of the Premises. The Lessee shall also deliver to the Lessor evidence of renewal of such General Liability Insurance Policy with proof of payment of premium within twenty (20) days before expiration of such coverage. The Lessor shall be named as an additional insured on the Lessee's insurance policies.

5.3 The Lessor and the Lessee each hereby waive and release each other, and their respective employees, agents, partners, officers, directors and shareholders, from all liability of, and all rights of recovery or subrogation against each other in connection with or arising out of any loss, cost, expense or damage occurring to the Premises or the property to be stored in or about the Premises as a result of fire or other casualty, and both the Lessor and the Lessee hereby agree that all policies of insurance required in connection with this Agreement shall contain a waiver by insurer of such rights of recovery or subrogation.

## **ARTICLE 6**

### **UTILITIES**

6.1 The Lessor shall be solely responsible for payment of all utilities, including gas, electricity, heat, water and sewer services provided to the Premises and consumed by Lessee at the Premises.

## **ARTICLE 7**

### **SANITATION**

7.1 Lessee shall comply with all sanitary laws, ordinances, and rules, and all orders of the board of health or other authorities affecting the cleanliness, occupancy, and preservation of the Premises, during the Term of this Lease.

7.2 Lessee shall pay for and be responsible for removal of all waste and trash from the Premises.

## **ARTICLE 8**

### **MAINTENANCE, REPAIRS, IMPROVEMENTS AND ALTERATIONS**

8.1 The Lessor shall, at its sole expense, maintain, repair and replace, if necessary, any structural part of the Premises, including the roof, windows, exterior walls, foundation, HVAC, electrical and plumbing systems, grounds, (including, without limitation, all landscaping, mowing and snow plowing), and floor slab. If Lessor fails to make such repairs, restoration or replacements, same may be made by Lessee at the expense of Lessor and such expense shall be reimbursed by Lessor within thirty (30) days after rendition of the bill therefor.

8.2 The Lessee shall, at its sole expense, keep the Premises, at all times throughout the Term, in good order and condition, shall do and promptly make all repairs thereto, except those repairs that are the responsibility of Lessor under the terms of this Lease, and shall not allow any refuse or debris to accumulate in or about the Premises and provide appropriate trash receptacles. Lessee shall at its own expense be responsible maintaining public access points, refuse and debris removal and general cleanliness of the facility, including but not limited to window washing.

8.3 All maintenance, repair and replacement by either party shall be done immediately as needed in a good and workman like manner and in compliance with all legal Requirements at any time issued or in force and which may be applicable to the Premises.

8.4 Lessee shall make no alterations, installations, additions or improvements in or to the Premises without Lessor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. All such work, alterations, installations, additions and improvements shall be done at Lessee's sole expense, and shall comply with applicable Legal Requirements.

**ARTICLE 9**  
**SUBLETTING**

9.1 The Lessee shall not assign, transfer, or set over this Agreement or sublet the whole or any part of the Premises to any person or persons, without obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. The Lessor shall have the right to review and approve any proposed sub-tenant.

**ARTICLE 10**  
**LESSOR'S RIGHT OF ENTRY FOR INSPECTION AND REPAIRS**

10.1 Lessor or Lessor's agents shall have the right to enter the Premises, or any part of the Premises, at all reasonable hours with reasonable notice to Lessee during the Term of the Lease for the purpose of inspection or of making such repairs or alterations as may be necessary for the preservation of the Premises in safe condition.

**ARTICLE 11**  
**EFFECT OF LOSS OR DESTRUCTION OF PREMISES**

11.1 If the Premises shall be partially or totally damaged or destroyed by fire or other cause (and if this Lease shall not have been terminated as in this Article 11 hereinafter provided), Lessor shall repair the damage and restore and rebuild the Premises, at its own expense with reasonable dispatch.

11.2 If the Premises shall be damaged or destroyed by fire or other cause, then the rent payable hereunder shall be abated to the extent that the Premises shall have been rendered untenable for the period from the date of such damage or destruction to the date the damage or destruction shall be repaired or restored; provided, however, that should Lessee re-occupy a portion of the Premises during the period the restoration work is taking place and prior to the date that the whole of the Premises are made tenantable, rent allocable to such portion shall be payable by Lessee from the date of such re-occupancy.

11.3 If the Premises shall be so damaged or destroyed by fire or other cause as to require a reasonably estimated expenditure made by Lessor or a reputable contractor designated by of more than

eighty-five (85%) percent of the full insurance value of the Premises immediately prior to the casualty, then either Lessor or Lessee may terminate this Lease by giving the other party notice to such effect within thirty (30) days after the date of the casualty. If Lessor sends such a termination notice, Lessee may elect to make such repairs, in which event this Lease shall continue in full force and effect and Lessor shall assign all insurance proceeds to Lessee.

11.4 The provisions of this Article 11 shall be considered an express agreement governing any cause of damage or destruction of the Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

## **ARTICLE 12**

### **WAIVER AND INDEMNIFICATION**

12.1 The Lessor shall not be liable for and the Lessee hereby agrees to indemnify, defend and forever hold the Lessor, its agents, employees and partners harmless from and against all claims, damages, costs, expenses (including reasonable attorney's fees and disbursements), and liabilities resulting from injury or damage to the Lessee, its agents, employees, and any other person claiming through the Lessee, unless such claims, damages, costs, expenses (including reasonable attorney's fees and disbursements) and liabilities shall have resulted either (i) solely from an act or omission of the Lessor, or its agents or servants or partners, in which case there shall be no such indemnification of the Lessor by the Lessee, or (ii) partially from an act or omission of the Lessor, or its agents or servants or partners, in which case there shall be only a partial indemnification by the Lessee to reflect said act or omission by the Lessor, or its agents or partners.

12.2 The Lessee shall not be liable for and the Lessor hereby agrees to indemnify, defend and forever hold the Lessee, its agents, employees and partners harmless from and against all claims, damages, costs, expenses (including reasonable attorney's fees and disbursements), and liabilities

resulting from injury or damage to the Lessor, its agents, employees, and any other person claiming through the Lessor, unless such claims, damages, costs, expenses (including reasonable attorney's fees and disbursements) and liabilities shall have resulted either (i) solely from an act or omission of the Lessee, or its agents or servants or partners, in which case there shall be no such indemnification of the Lessee by the Lessor, or (ii) partially from an act or omission of the Lessee, or its agents or servants or partners, in which case there shall be only a partial indemnification of the Lessor to reflect said act or omission by the Lessee, or its agents or partners.

### **ARTICLE 13**

#### **SUBORDINATION**

13.1 This Agreement and the leasehold in the Premises created hereunder shall be subject to and expressly subordinate at all times to the lien of any mortgage filed with respect to the Premises, whether now existing or in the future made; provided that Lessee and the mortgagee(s) enter into a subordination, non-disturbance and attornment agreement reasonably acceptable to Lessee; and further provided, however, that any such mortgage shall expressly provide that in any foreclosure proceeding of the Premises the Lessee will not be made a party thereunder and in any sale of the Premises in foreclosure or by deed in lieu of foreclosure or otherwise this Agreement and the leasehold in the Premises created hereunder shall remain undisturbed and in full force and effect for so long as the Lessee is not in default of the terms and conditions of this Agreement.

### **ARTICLE 14**

#### **CONDEMNATION**

14.1 If a part of the Premises shall be taken in any proceeding by any public authority, by condemnation or acquired for any public or quasi-public purpose, and such condemnation or taking shall materially affect the Lessee's ability to conduct its business then the Lessee may, at its election, terminate this Agreement and the leasehold in the Premises created hereunder, in which case all unearned rent and additional rent shall be refunded to the Lessee. The Lessee's election to terminate this Agreement and the leasehold in the Premises created hereunder shall be exercisable by written notice given by the Lessee to

the Lessor not later than thirty (30) days following the date that notice of such condemnation or taking is given to the Lessee by the Lessor. In the event that the Lessee shall not elect to terminate this Agreement and the leasehold in the Premises created hereunder within the aforesaid thirty (30) day period, then the condemnation or taking of part of the Premises shall be considered not to materially affect the Lessee's ability to conduct its business, and the rent and additional rent shall be reduced and abated in the same proportion as the amount of floor area in the Premises is reduced by such condemnation or taking. In such case, the Lessor may elect to restore the Premises to the extent practicable to the condition existing before said condemnation or taking, in which event the rent and additional rent shall be increased to in the same proportion as the amount of floor area in the Premises is increased by such restoration.

14.2 The Lessee hereby acknowledges and agrees that it shall have no claim or right to any condemnation or taking award or consideration as may be payable in connection with a condemnation or taking of all or any part of the Premises, excluding any award expressly made for the value of the estate vested by this Lease in Lessee which award Lessee shall be entitled to receive.

## **ARTICLE 15**

### **QUIET ENJOYMENT**

15.1 The Lessor covenants that, so long as the Lessee shall faithfully perform the agreements, terms, covenants, and conditions set forth in this Agreement, the Lessee shall and may peaceably and quietly have hold, and enjoy the leasehold interest in the Premises hereby granted without disturbance by or from the Lessor, excepting construction work that may be needed for building maintenance/repair and parking lot improvement.

## **ARTICLE 16**

### **SURRENDER OF POSSESSION AT TERMINATION OF LEASE**

16.1 At the expiration of the Lease Term or a Renewal Term, Lessee shall leave and surrender the Premises in as good state and condition as they were in at the commencement of the Term, reasonable wear and tear of the Premises, casualty and damages by the elements excepted. All modifications, improvements, alterations, additions, and fixtures, other than Lessee's trade fixtures and equipment, which have been made or installed by either Lessor or Lessee upon the Premises, shall remain the

property of Lessor and shall be surrendered with the Premises as part thereof.

## **ARTICLE 17**

### **TAXES**

17.1 Lessor shall be solely responsible for paying all real property taxes, payments in lieu of taxes, special assessments and school taxes that may be assessed on the Premises.

## **ARTICLE 18**

### **LESSEE'S DEFAULT AND LESSOR'S REMEDIES:**

18.1 (a) The Lessor may, upon written notice to the Lessee, as provided for herein, terminate the leasehold interest in the Premises created hereunder, in the event of the occurrence of any of the following:

(i) The Lessee fails to make any payment provided for herein including rent to the Lessor or any other appropriate party and such default is not cured within thirty (30) calendar days after written notice thereof is given by the Lessor to the Lessee.

(ii) The Lessee is in default of the performance of any term of this Agreement, other than the obligation to make the payments as provided for above, and such default is not cured within thirty (30) calendar days after written notice thereof is given by the Lessor to the Lessee; notice (provided, however, that if such default is not susceptible of cure, given commercially reasonable diligence on the part of Lessee, within such thirty (30) day period and Lessee during such thirty (30) day period commences curing such default and continues with diligence and continuity to cure such default, Lessee shall have such additional time, as shall be reasonable under the circumstances, within which to cure such default).

(iii) A receiver shall be appointed for the Lessee or the Lessee shall make a general assignment for the benefit of creditors, or the Lessee shall take or suffer any action under any insolvency laws of the United States Bankruptcy Code, provided, however, that in the event of an involuntary proceeding, the Lessee shall have thirty (30) calendar days within which to vacate such involuntary proceeding before the same shall constitute a breach of this Agreement.

(b) The Lessor shall also have the right to re-enter the Premises, upon prior written notice to the Lessee as provided above, and to remove the Lessee therefrom by any legal means without

being liable for any damages therefor, and terminate the leasehold in the Premises created hereunder if:

(i) The Lessee, after any applicable grace period, is and continues to be in default in the payment of rent; or

(ii) The Lessee vacates, abandons or deserts the Premises, or any part thereof without the consent of the Lessor, excepting any vacancy, abandonment or desertion of the Lessee resulting from fire or other disaster; and

(iii) The Premises are used for any purpose other than the use permitted hereunder.

## **ARTICLE 19**

### **LESSOR'S DEFAULT AND LESSEE'S REMEDIES**

19.1 Lessor shall be in default of this Lease if it fails to perform any provision of this Lease that it is obligated to perform and if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by Lessee to Lessor. If the default cannot be reasonably cured within thirty (30) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within such thirty (30) day period and diligently and in good faith continues to cure the default until completion.

19.2 If Lessor shall have failed to cure a default of Lessor after expiration of the applicable time for cure of a particular default, Lessee may, at its election, but without obligation therefor (i) seek specific performance of any obligation of Lessor, after which Lessee shall retain, and may exercise and enforce, any and all rights which Lessee may have against Lessor as a result of such default, (ii) from time-to-time and without releasing Lessor in whole or in part from Lessor's obligation to perform any and all covenants, conditions and agreements to be performed by Lessor hereunder, cure the default at Lessor's expense, (iii) terminate this Lease, and/or (iv) exercise any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Any reasonable cost incurred by Lessee in order to cure such a default by Lessor shall be due immediately from Lessor, together with interest. Lessee shall have the right to deduct from the Rent any amounts due from Lessor pursuant to this Section 19.2 if Lessor fails to reimburse Lessee as provided herein.

**ARTICLE 20**

**NOTICES**

20.1 Any notice required or permitted to be given hereunder shall be deemed properly given if sent in a sealed, postage paid wrapper, addressed to the party at the address set forth below, by certified return receipt mail, as follows:

To Lessor: Village of Saranac Lake,  
39 Main Street, Suite 9  
Saranac Lake, New York 12983

with copy to: Janelle LaVigne, ESQ  
PO Box 989  
78 Demars Blvd  
Tupper Lake, New York 12986

To Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copy to:

All notices shall be deemed given on the date sent.

**ARTICLE 21**

**MISCELLANEOUS**

This Agreement and any legal relations between the Parties hereto shall be governed by and construed in accordance with the laws of the State of New York, without giving any effect to conflict of laws or choice of laws rules or principles.

21.1 This Agreement shall not be altered, amended, changed waived or otherwise modified in any respect unless the same is in writing referencing this agreement and signed by all of the parties hereto.

21.2 The covenants and conditions contained shall apply to and bind the heirs, assigns, executors, and legal representatives of the parties to this Lease, and all covenants are to be construed as conditions.

21.3 The captions in the Lease are included for convenience only and all not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

21.4 When several counterparts of this Lease have been executed, all counterparts shall constitute one and the same instrument.

21.5 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of like nature not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, the performance of such act shall be excused for the period of the delay and

the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

21.6 At the request of either party, the parties shall execute and acknowledge a memorandum of lease for recording purposes, which shall be recorded at the expense of the requesting party. Such memorandum shall include such information as may be reasonably requested by either party.

21.7 This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

21.8 All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

21.9 If any covenant, condition or provision of this Lease, or the application thereof to any person or entity or circumstance, shall be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such covenant condition or provision to any other person or entity any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the laws.

21.10 Lessee, at Lessee's sole cost, may place and maintain (a) signs in and about the interior and entrance doors of the Premises and (b) on the exterior of the Premises. All of the foregoing subject however to all laws and local sign ordinances and standards upon termination of this Lease, the Lessee shall remove all such signs and restore the Premises to its original condition.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first set forth above.

FOR: Village of Saranac Lake, Lessor

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

Its \_\_\_\_\_

FOR: SKYWARD HOSPITALITY

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

Its \_\_\_\_\_

STATE OF NEW YORK        )  
  )  
COUNTY OF \_\_\_\_\_  )

ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK            }  
COUNTY OF \_\_\_\_\_        }        ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Description of Premises**

The address of the Premises is 3 Main Street, Saranac Lake, New York.

The Premises consists of the third floor of an office building situated thereon consisting of 2457 square feet of useable space.

**[Attach Map]**

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

SUBJECT: Bionique Lease 17 Main St  
FOR AGENDA OF

1-13-2020

DEPT OF ORIGIN: Manager

BILL # 6-2020

DATE SUBMITTED: \_\_\_\_\_

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

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED: \$

AMOUNT  
BUDGETED: \$

APPROPRIATION  
REQUIRED:

**SUMMARY STATEMENT**

Authorize Village of Saranac Lake to enter into attached lease for 17 Main St with Bionique Labs.

**RECOMMENDED ACTION**

APPROVAL OF RESOLUTION

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

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

TRUSTEE CATILLAZ \_\_\_\_\_

LEASE AGREEMENT

<C BY THIS Lease Agreement (this "Lease" or "Agreement") made and entered into this \_\_\_\_\_" <Jay  
day \_\_\_\_\_ , 20 , between, the Village of Saranac Lake. a New York State  
Municipal

Corporation, having offices at 39 Main Street, Saranac Lake, New York 12983, (hereinafter referred to as "Lessor") and Bionique Testing Laboratories, having its principal office at 156 Fay Brook Drive, Saranac Lake, NY 12983 (hereinafter the "Lessee"). Lessor demises and lets to Lessee certain real property and improvements thereon located at 17 Main Street, Village of Saranac Lake, County of Franklin, State of New York, together with all the appurtenances. such real property and improvements include a 2,400 square foot (useable space) building (the "Water Building") and are more particularly described on Exhibit A, attached hereto and made a part hereof (the "Premises"), to occupy and to use for the purpose of operating a biotechnology company conducting research and development laboratory activities, related office and other related uses consistent with the character of a Biosafety Level 2 (BSL-2) Laboratory ("Intended Use"), in accordance with the terms and conditions set forth in this Lease.

It is further understood and agreed between the parties as follows:

ARTICLE 1 - TERM AND TERMINATION

1.1 This Lease shall be for Three (3) years (the "Term"), commencing on (i) January \_\_\_\_, 20\_\_\_\_; Lessee shall have the right to renew this Lease for one (1) additional one (1)-year period ("Renewal Term") by providing written notice of such renewal to Lessor with in the ninety (90) day expiration of the Term (January \_\_\_\_\_, 2020 thru Dec 31, 2023),

ARTICLE 2 - RENT

2.1 The Rent for the Premises for the Term shall be fourteen and 50/100 dollars (\$14.50) per useable square foot per annum, payable in equal, monthly installments on the first (1st) day of each month, commencing on the Commencement Date:

	Monthly Rent
2020-2021	\$2,900.00
2021-2022	\$2,958.00
2022-2023	\$3,017.16

The rent is based upon 2,400 square feet of useable space on the Premises, and is inclusive of all real estate taxes and utilities as set forth in this Lease.

2.2 Should Lessee elect to renew the Lease for an additional term, the cost per square foot of useable floor space will increase annually during the Renewal Term by the greater of the then-current CPI or two (2%) percent per annum.

### ARTICLE 3 - PARKING

3.1 Beginning on the Commencement Date, Lessee shall have rights to six parking spaces in the Public Parking lot available at the 1-3 Main St location. Lessor shall have the right to use said parking spaces for parking during public events and also general parking during non-business hours, weekends and holidays.

### ARTICLE 4

#### USE AND OCCUPANCY; COMPLIANCE WITH LAWS

4.1 The Premises shall be used for commercial purposes related to the Lessee's operations in accordance with the "Intended Use", and for no other purposes without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

4.2 The Lessee shall keep the Premises clean in accordance with standards from time to time promulgated by the Franklin County Health Department, and shall not cause the release of any odor, vibration, fumes, noise and/or nuisance within or beyond the confines of the Premises other than routinely and ordinarily associated with the permitted uses of the Premises.

4.3. The Lessee shall use and occupy the Premises at all times in compliance with all applicable Federal, State and local environmental, land use, zoning, health, safety and sanitation Laws, ordinances, codes, rules and regulations and interpretations and orders of regulatory and administrative authorities with respect thereto (collectively, "Legal Requirements"), and, except as provided for herein, shall, at its sole cost and expense, obtain and comply with all such approvals, registrations or permits required thereunder. Further, the Lessee shall defend, indemnify and hold the Lessor, its employees, agents, and partners harmless from and against any claim, demand, cost, expense or liability arising out of or relating to the Lessee's failure to maintain its operations at the Premises in compliance with all

applicable Legal Requirements.

4.4 Lessor hereby represents and warrants to Lessee the following:

4.4.1 To the best of Lessor's knowledge, the Premises has been owned and operated in compliance with all applicable Legal Requirements, including, without limitation, Environmental Laws (as such term is defined below) . For purposes of this Lease, the term "Environmental Laws" means each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement applicable to Hazardous Substances. pollution, human health and safety, and the environment, together with any amendments thereto, regulations promulgated thereunder, and all substitutions thereof, and any successor legislation and regulations including, without limitation. the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. § 9601 et seq), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.). the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 3001 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the New York State Environmental Conservation Law, and the New York State Navigation Law.

4.4.2 To the best of Lessor's knowledge, there are no Hazardous Materials (as such term is defined below) located on or contaminating the Premises. Hazardous Materials as used in this Lease means any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, under-ground storage tanks, radon, asbestos and asbestos containing

materials, polychlorinated biphenyls ("PCBs"). PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde). and soil vapor intrusion, as such terms are used in any Environmental Laws (excluding unused solvents, cleaning fluids and other lawful substances used in the ordinary. current operation and maintenance of the Premises, to the extent stored in accordance with all applicable Environmental Laws).

- 4.4.3 The Premises and Lessee's intended uses comply with all applicable zoning and planning ordinances.
- 4.4.4 Lessor has the authority to enter into this Lease with Lessee and perform all of the obligations set forth herein, and shall be bound hereby. The party executing this Lease on behalf of Lessor has the requisite authority to do so.
- 4.4.5 To the best of Lessor's knowledge, the Premises is structurally sound with no material defects. Should the Premises be assessed not to be in a structural sound state fit for its Intended Use upon evaluation by an Engineering Firm hired by the Lessee at its own expenses before Lease commencement, the Lessee has the right to early termination of the Lease with 30 days notice.
- 4.4.6 Lessor is not aware of any conditions affecting or restrictions on title to the Premises which would in any way interfere with the Lessee's use of the Premises.
- 4.4.7 There are no Environmental Conditions (as defined below) at, on, under or about the Premises and the Premises is in compliance with applicable Environmental Laws. For purposes of this Lease, Environmental Conditions means any condition with respect to surface or subsurface soils, surface waters, ground waters, land, sediments, or indoor or outdoor air at or about the Premises, whether or not previously discovered or known, that may give rise to any actual or potential liability under Environmental Laws, or otherwise materially affect the Lessee's ability to use the Premises for the permitted uses hereunder.

## ARTICLE 5- INSURANCE

5.1 The Lessor shall, at its sole expense, during the Term and Renewal Terms, keep in full force and effect the following types of insurance:

A. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not Less than One Million (\$1,000,000.00) dollars per occurrence and Two million (\$2,000,000) in the aggregate in U.S. Dollars. Coverage is to be provided on an "occurrence" basis. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), upon the request of the Lessee. Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance. The amount of insurance contained in the aforementioned insurance coverage's shall not be construed to be a limitation of the liability on the part of the tenant. The Insurance Coverage shall include Fire Legal Liability limit of not less than One Million dollars (\$1,000,000.00);

B. Umbrella Liability limits shall be \$1 Million Combined Single Limit per occurrence and \$1 Million Aggregate.

5.2. Property Insurance: Lessor shall maintain on the Building a property insurance policy, special form, replacement cost, including theft; and Lessee shall, at its cost, maintain on their own personal property a property insurance policy, special form, replacement cost, including theft.

5.3. The amount of insurance contained in the aforementioned insurance coverage's shall not be contested to be a limitation of the liability on the part of the Lessee.

5.4. Any type of insurance or any increase of limits of liability not described above which the Lessee requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

5.5. The carrying of the insurance described shall in no way be interpreted as relieving the Lessee of any responsibility of liability under this Contract.

5.6 Coverage shall be endorsed to reflect that insurance is to be primary and non-contributory, with respect to any other collectable insurance, for the Owner and all other parties required to be named as additional insured's.

5.7 HOLD HARMLESS. To the fullest extent permitted by law, Lessee will indemnify and hold harmless the Lessor, their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Lessee, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Lessee pursuant to any contract Purchase Order and/or related Proceed Order, except these claims, suits, liens, judgments, damages,

losses and expenses caused by the negligence of Lessee. Lessee will defend and bear all costs of defending any actions or proceedings brought against the Building Owner, their officers, directors, agents and employees, arising in whole or in part out of any such acts, omission, breach or default. The foregoing indemnity shall include injury or death of any employee of the Lessee or any of its Subcontractors and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act. The Lessee hereby expressly permits the Building Owner to pursue and assert claims against the Lessee for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

5.8 WAIVER OF SUBROGATION. The Lessee waives all rights against the Building Owner for damages caused by fire or other causes of loss. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

5.9 CANCELLATION OF INSURANCE. Lessee agrees that the insurance will not be

canceled, materially changed or not renewed without at least a thirty (30) day advance written notice from the Lessee to the Building Owner.

#### **ARTICLE 6- UTILITIES**

6.1 The Lessor shall be solely responsible for supplying all required utilities to the Premises, including gas, electricity, heat, water and sewer services which are required and consumed by Lessee for its Intended Use at the Premises, and the timely payment of all costs associated with such utilities. In the event that the total amount of utilities paid on behalf of Lessee by Lessor in the first year of this lease ("Base Year") increases by 20% or more in any subsequent year of the unexpired lease term Lessor reserved the right to seek payment of a portion of the utilities from Lessee. Lessee agrees that it will renegotiate this clause of the Lease at that time.

#### **ARTICLE 7 - SANITATION**

7.1 Lessee shall comply with all sanitary laws, ordinances, and rules, and all orders of the board of health or other authorities affecting the cleanliness, occupancy, and preservation of the Premises, during the Term of this Lease.

7.2 Lessee shall pay for and be responsible for removal of all waste and trash from the Premises.

#### **ARTICLE 8- MAINTENANCE, REPAIRS, IMPROVEMENTS AND ALTERATIONS**

8.1 The Lessor shall, at its sole expense, maintain, repair and replace, as reasonably necessary, any structural part of the Premises, including the roof: windows, exterior walls, foundation, HVAC, electrical and plumbing systems to ensure the Premises are, at all time, fit for its Intended Use. If Lessor fails to make such repairs, restoration or replacements as reasonably required, the same may be made by Lessee at the expense of Lessor and such expense shall be reimbursed by Lessor within thirty (30) days after rendition of the bill therefor. In the event Lessor shall fail to reimburse Lessee within such thirty (30) day period, Lessee shall have the right to deduct the amount of the expense from the next installment of Rent and, if necessary, from all installments of Rent thereafter until the amount of the expense has been recouped by Lessee.

8.2 The Lessee shall, at its sole expense, keep the Premises, at all times throughout the Term, in good order and condition, wear and tear and damage by casualty and condemnation excepted, shall do and promptly make all repairs thereto, except those repairs that are the responsibility of Lessor under the terms of this Lease, and shall not allow any refuse or debris to accumulate in or about the Premises. In the event that the Lessee shall be required to undertake and pay for any repairs or other maintenance activities in accordance with the terms and conditions of this Agreement, then the Lessor, at the Lessee's request, shall deliver to and assign to the Lessee any rights the Lessor may have against the construction contractor or contractors or any vendor of any materials or equipment utilized in constructing and repairing the Premises.

8.3 All maintenance, repair and replacement by either party shall be done immediately as needed in a good and workman like manner and in compliance with all Legal Requirements at any time issued or in force and which may be applicable to the Premises.

8.5 Lessee shall make no alterations, installations, additions or improvements in or to the Premises without Lessor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, following thirty (30) days prior written notice to Lessor, but without Lessor's prior consent, Lessee shall be entitled to make nonstructural alterations and additions to the Premises which (i) do not adversely affect the plumbing, heating, ventilation, electrical or mechanical systems of the Premises, and (ii) do not cost more than Twenty-Five Thousand Dollars (\$25,000.00) to complete. All such work, alterations, installations, additions and improvements shall be done at Lessee's sole expense, and shall comply with applicable Legal Requirements.

#### ARTICLE 9 - SUBLETTING

9.1 The Lessee shall not assign, transfer, or set over this Agreement or sublet the whole or any part of the Premises to any person or persons, without obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Lessee subleases all or a portion of the Premises as provided for hereunder, Lessee shall indemnify and hold Lessor harmless from and against any claim arising from a sublessee's default or other damages caused by a sublessee, provided that same are not caused by or result from Lessor's negligence or willful

misconduct.

## ARTICLE 10

### LESSOR'S RIGHT OF ENTRY FOR INSPECTION AND REPAIRS

10.1 Lessor or Lessor's agents shall have the right to enter the Premises, or any part of the Premises, at all reasonable hours with reasonable prior written notice to Lessee during the Term of the Lease for the purpose of inspection or of making such repairs or alterations as may be necessary for the preservation of the Premises in safe condition. if all or any part of the Premises are rendered untenable by such repair(s) or alteration(s) the Rent shall abate for that part of the Premises which is untenable on a per diem basis from the date the repair(s) or alteration(s) is started until the repair and alteration work in the Premises is Substantially Complete. For purposes of this Lease, untenable shall mean the Premises or portion thereof are in a condition not reasonably usable or accessible by Lessee or its permitted assignees or sublessees for the conduct of business.

## ARTICLE 11

### EFFECT OF LOSS OR DESTRUCTION OF PREMISES

11.1 If the Premises shall be partially or totally damaged or destroyed by fire or other cause (and if this Lease shall not have been terminated as in this Article II hereinafter provided), Lessor shall

repair the damage and restore and rebuild the Premises, at its own expense with reasonable dispatch.

11.2 If the Premises are damaged or destroyed by fire or other cause, then the Rent payable hereunder shall be abated to the extent that the Premises shall have been rendered untenable for the period from the date of such damage or destruction to the date the damage or destruction shall be repaired or restored; provided, however, that should Lessee re-occupy a portion of the Premises during the period the restoration work is taking place and prior to the date that the whole of the Premises are made tenable, rent allocable to such portion shall be payable by Lessee from the date of such re-occupancy.

11.3 If the Premises shall be so damaged or destroyed by fire or other cause as to require a reasonably estimated expenditure made by Lessor or a reputable contractor designated by Lessor of more than eighty-five (85%) percent of the full insurance value of the Premises immediately prior to the casualty, then either Lessor or Lessee may terminate this Lease by giving the other party notice to such effect within thirty (30) days after the date of the casualty. If Lessor sends such a termination notice, Lessee may elect to make such repairs, in which event this Lease shall continue in full force and effect and Lessor shall assign all insurance proceeds to Lessee.

11.4 The provisions of this Article II shall be considered an express agreement governing any cause of damage or destruction of the Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

## ARTICLE 12 - WAIVER AND INDEMNIFICATION

12.1 The Lessor shall not be liable for and the Lessee hereby agrees to indemnify, defend and forever hold the Lessor, its agents, employees and partners harmless from and against all claims, damages, costs, expenses (including reasonable attorneys fees and disbursements), and liabilities resulting from injury or damage to the Lessee, its agents, employees, and any other person claiming through the Lessee, unless such claims, damages, costs, expenses (including reasonable attorneys fees and

Lessee, or (ii) partially from an act or omission of the Lessor, or its agents or servants or partners, in which case there shall be only a partial indemnification by the Lessee to reflect said act or omission by the Lessor, or its agents or partners.

12.2 The Lessee shall not be liable for and the Lessor hereby agrees to indemnify, defend and forever hold the Lessee, its agents, employees and partners harmless from and against all claims, damages, costs, expenses (including reasonable attorneys fees and disbursements), and liabilities resulting from injury or damage to the Lessor, its agents, employees, and any other person claiming through the Lessor, unless such claims, damages, costs, expenses (including reasonable attorneys fees and disbursements) and liabilities shall have resulted either (i) solely from an act or omission of the Lessee, or its agents or servants or partners, in which case there shall be no such indemnification of the Lessee by the Lessor, or (ii) partially from an act or omission of the Lessee, or its agents or servants or partners, in which case there shall be only a partial indemnification of the Lessor to reflect said act or omission by the Lessee, or its agents or partners.

### **ARTICLE 13- CONDEMNATION**

13.1 If a part of the Premises shall be taken in any proceeding by any public authority, by condemnation or acquired for any public or quasi-public purpose, and such condemnation or taking shall materially affect the Lessee's ability to conduct its business then the Lessee may, at its election, terminate this Agreement and the leasehold in the Premises created hereunder, in which case all unearned rent and additional rent shall be refunded to the Lessee. The Lessee's election to terminate this Agreement and the leasehold in the Premises created hereunder shall be exercisable by written notice given by the Lessee to the Lessor not later than thirty (30) days following the date that notice of such condemnation or taking is given to the Lessee by the Lessor. In the event that the Lessee shall not elect to terminate this Agreement and the leasehold in the Premises created hereunder within the aforesaid thirty (30) day period, then the condemnation or taking of part of the Premises shall be considered not to materially affect the Lessee's ability to conduct its business, and the rent and additional rent shall be reduced and abated in the same proportion as the amount of floor area in the Premises is reduced by such condemnation or taking

14. The Lessee hereby acknowledges and agrees that it shall have no claim or right to any

condemnation or taking award or consideration as may be payable in connection with a condemnation or taking of all or any part of the Premises, excluding any award expressly made for the value of the estate vested by this Lease in Lessee which award Lessee shall be entitled to receive.

#### ARTICLE 15 - QUIET ENJOYMENT

15.1 The Lessor covenants that, so long as the Lessee shall faithfully perform the agreements, terms, covenants, and conditions set forth in this Agreement, the Lessee shall and may peaceably and quietly have hold, and enjoy the leasehold interest in the Premises hereby granted without disturbance by or from the Lessor.

#### ARTICLE 16- SURRENDER OF POSSESSION AT TERMINATION OF LEASE

16.1 At the expiration of the Term or Renewal Terms. Lessee shall leave and surrender the Premises in as good state and condition as they were in at the commencement of the Term, reasonable wear and tear of the Premises, casualty, and damages by condemnation and/or the elements excepted. Unless otherwise agreed by the parties and documented in an appendix or amendment to this Agreement, all modifications, improvements, alterations, additions, and fixtures, other than Lessee's trade fixtures and equipment. which have been made or installed by either Lessor or Lessee upon the Premises. shall remain the property of Lessor and shall be surrendered with the Premises as part thereof Nothing herein contained shall be construed as requiring Lessee to remove any modifications, improvements. alterations. additions, and fixtures in the Premises other than Lessee's trade fixtures and equipment.

#### ARTICLE 17 - TAXES

17.1 Lessor shall be solely responsible for paying all real property taxes, payments in lieu of taxes, special assessments and school taxes that may be assessed on the Premises.

#### ARTICLE 18

##### LESSEE'S DEFAULT AND LESSOR'S REMEDIES:

18.1 (a) The Lessor may, upon written notice to the Lessee, as provided to herein, terminate the leasehold interest in the Premises created hereunder, in the event of the occurrence of any of

the following:

(i) The Lessee fails to make any payment provided for herein including rent to the Lessor or any other appropriate party and such default is not cured within thirty (30) calendar days after written notice thereof is given by the Lessor to the Lessee.

(ii) The Lessee is in default of the performance of any term of this Agreement, other than the obligation to make the payments as provided for above, and such default is not cured within thirty (30) calendar days after written notice thereof is given by the Lessor to the Lessee notice (provided, however, that if such default is not susceptible of cure, given commercially reasonable diligence on the part of Lessee, within such thirty (30) day period and Lessee during such thirty (30) day period commences curing such default and continues with diligence and continuity to cure such default, Lessee shall have such additional time, as shall be reasonable under the circumstances, within which to cure such default).

(iii) A receiver shall be appointed for the Lessee or the Lessee shall make a general assignment for the benefit of creditors, or the Lessee shall take or suffer any action under any insolvency laws of the United States Bankruptcy Code, provided, however, that in the event of an involuntary proceeding, the Lessee shall have thirty (30) calendar days within which to vacate such involuntary proceeding before the same shall constitute a breach of this Agreement.

(b) The Lessor shall also have the right to re-enter the Premises, upon prior written notice to the Lessee as provided above, and to remove the Lessee therefrom by any legal means without being liable for any damages therefor, and terminate the leasehold in the Premises created hereunder *if*:

(i) The Lessee, after any applicable grace period, is and continues to be in default in the payment of rent; or

(ii) The Lessee vacates, abandons or deserts the Premises, or any part thereof without the consent of the Lessor, excepting any vacancy, abandonment or desertion of the Lessee resulting from fire or other disaster; and

(iii) The Premises are used for any purpose other than the use permitted hereunder.

## ARTICLE 19- LESSOR'S DEFAULT AND LESSEE'S REMEDIES

19.1 Lessor shall be in default of this Lease if it fails to perform any provision of this Lease that it is obligated to perform and if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by Lessee to Lessor. If the default cannot be reasonably cured within thirty (30) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within such thirty (30) day period and diligently and in good faith continues to cure the default until completion.

19.2 If Lessor shall have failed to cure a default of Lessor after expiration of the applicable time for cure of a particular default, Lessee may, at its election, but without obligation therefor (i) seek specific performance of any obligation of Lessor, after which Lessee shall retain and may exercise and enforce, any and all rights which Lessee may have against Lessor as a result of such default, (ii) from time-to-time and without releasing Lessor in whole or in part from Lessor's obligation to perform any and all covenants, conditions and agreements to be performed by Lessor hereunder, cure the default at Lessor's expense, (iii) terminate this Lease, and/or (iv) exercise any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Any reasonable cost incurred by Lessee in order to cure such a default by Lessor shall be due immediately from Lessor, together with interest. Lessee shall have the right to deduct from the Rent any amounts due from Lessor pursuant to this Section 19.2 if Lessor fails to reimburse Lessee as provided herein.

## ARTICLE 20 - NOTICES

20.1 Any notice required or permitted to be given hereunder shall be deemed properly given if sent in a sealed, postage paid wrapper, addressed to the party at the address set forth below, by certified return receipt mail, as follows:

To Lessor: Village of Saranac Lake,  
39 Main Street  
Saranac Lake, New York 12983

with copy to: Janelle LaVigne, Esq.  
78 Demars Ave  
Tupper Lake, NY 12986

To Lessee: Bionique Testing Laboratories  
156 Fay Brook Drive  
Saranac Lake, NY 12983

with copy to: Stafford & Owens

All notices shall be deemed given on the date deposited with the U.S. Postal Service.

#### ARTICLE 21- MISCELLANEOUS

21.1 This Agreement and any legal relations between the Parties hereto shall be governed by and construed in accordance with the Laws of the State of New York, without giving any effect to conflict of laws or choice of laws rules or principles.

21.2 This Agreement shall not be altered, amended, changed waived or otherwise modified in any respect unless the same is in writing referencing this agreement and signed by all of the parties hereto.

21.3 The covenants and conditions contained shall apply to and bind the heirs, assigns, executors, and legal representatives of the parties to this Lease, and all covenants are to be construed as conditions.

21.4 The captions in the Lease are included for convenience only and all not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

21.5 When several counterparts of this Lease have been executed, all counterparts shall constitute one and the same instrument.

21.6 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of like nature not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

21.7 At the request of either party, the parties shall execute and acknowledge a memorandum of lease for recording purposes, which shall be recorded at the expense of the requesting party. Such

memorandum shall include such information as may be reasonably requested by either party.

21.8 This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

21.9 All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

21.10 If any covenant, condition or provision of this Lease, or the application thereof to any person or entity or circumstance, shall be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such covenant condition or provision to any other person or entity any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the laws.

21.11 Lessee, at Lessee's sole cost, may place and maintain (a) signs in and about the interior and entrance doors of the Premises and (b) on the exterior of the Premises. All of the foregoing subject however to all laws and local sign ordinances and standards. Upon termination of this Lease, the Lessee shall remove all such signs and restore the Premises to its original condition. Lessor shall provide signage on Main Street to restrict auto and truck parking in the front of the Premises during such scheduled times as Lessee may require for its receipt and shipment of goods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first set forth above.

Village of Saranac Lake, Lessor

By:

Its:

Bionique Testing Laboratories Lessee

By:

Its:



**EXHIBIT A Description  
of Premises**

The address of the Premises is 17 Main Street, Saranac Lake, New York.

The Premises consists of approximately 0.5 acres of real property and a building situated thereon consisting of 2,400 square feet of useable space.

**VILLAGE OF SARANAC LAKE  
BOARD OF TRUSTEES  
AUTHORIZING OVERNIGHT TRAVEL**

SUBJECT: OVERNIGHT TRAVEL FOR AGENDA OF 1/13/2020

DEPT OF ORIGIN: VILLAGE MANAGER BILL # 7-2020

DATE SUBMITTED: 1/07/2020 EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

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

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

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED: \$868.32	BUDGETED: \$868.32	REQUIRED: \$0

**SUMMARY STATEMENT**

Authorize overnight travel and training for Lidia C. O’Kelly – Annual GFOA Pre-Conference March 31, 2020 – April 1, 2020 held in Albany.

**RECOMMENDED ACTION**

APPROVAL OF RESOLUTION

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

VOTE ON ROLL CALL:

MAYOR RABIDEAU \_\_\_\_\_

TRUSTEE LITTLE \_\_\_\_\_

TRUSTEE MURPHY \_\_\_\_\_

TRUSTEE SHAPIRO \_\_\_\_\_

TRUSTEE CATILLAZ \_\_\_\_\_

**RESOLUTION AUTHORIZING OVERNIGHT  
TRAVEL AND TRAINING  
GFOA ANNUAL CONFERENCE  
March 31-April-1, 2020**

WHEREAS, the Village of Saranac Lake encourages its employees to attend and participate in schoolings, training, and correspondence courses that will increase their knowledge, skills and job performance, and

WHEREAS, such continuing education provides staff with current and updated information that will help meet the regulatory and general needs of the village, and

WHEREAS, the Village Treasurer has budgeted funds for staff training, and

WHEREAS, the Village of Saranac Lake Board of Trustees must approve overnight travel,

NOW, THEREFORE BE IT RESOLVED, Lidia C. O'Kelly, is hereby approved to register and attend the GFOA Annual Pre-Conference from March 31, 2020 through April 1, 2020 in Albany. The total cost will be approximately \$868.32, which includes seminar fees, lodging and travel.