

*****AUCTION 400 BROADWAY AT 4PM ON FRONT STEPS OF TOWNHALL*****

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
REGULAR MEETING AGENDA 5:30PM
MONDAY January 27, 2020
Roberts Rules of Order will be in Effect for this Meeting**

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL:

C. SPECIAL GUESTS

Conference All-State Students Reuben Bernstein, Micah McCulley and Forrest Monroe

D. AUDITING:

- a. Pay Vouchers
- b. Approve Minutes 1-13-2019

E. PUBLIC COMMENT PERIOD:

F. CORRESPONDENCE: Email from Beth and Ron Edgley,

G. ITEMS FOR BOARD ACTION

BILL	10	2020	Appoint Election Inspectors
BILL	11	2020	Appoint PTAB Members
BILL	12	2020	Authorize Agreement with Friends of Mount Pisgah
BILL	13	2020	Authorize Skyward Lease

H. OLD BUSINESS:

I. NEW BUSINESS:

J. ITEMS FOR DISCUSSION:

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

L. 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.



Capital of the Adirondacks

Village of Saranac Lake 39 Main Street, 2nd Floor Suite 9 • Saranac Lake, NY 12983-2294 • Phone: (518) 891- 4150 • www.saranaclakeny.gov

The Village of Saranac Lake will auction 2 parcels of land, tax map 446.43-2-3 and 446.43-2-4 also known as 400 Broadway, Saranac Lake. The auction will take place January 27, 2020 at 4:00pm on the steps of the Harrietstown Town hall, 39 Main Street Saranac Lake NY 12983. Both parcels must be purchased. The minimum bid is \$50,000 for the combined two parcels. A 10% nonrefundable deposit must be submitted at the close of the auction. The Village will provide a quick claim deed to the property. The purchaser must be able to close in 30 days. All costs of transferring title to the property shall be borne by the purchaser. A map of the properties and a recent appraisal of the properties are available at <https://tinyurl.com/v6dgv58> or at the Village Office 39 Main Street Suite 9, Saranac Lake NY. Sealed bids for less than the minimum bid must be submitted to the Village Clerk before commencement of the live auction and in the event of no minimum bid during the same, shall be opened and considered by the village at a time of its choosing after the close of the auction. Sealed bids will be opened after the live auction if the minimum bid was not offered.

REGULAR MEETING OF THE BOARD OF TRUSTEES
January 13, 2020

Everyone stood for the pledge of allegiance.

Roll Call: Deputy Mayor Richard Shapiro

Trustees: Patrick Murphy, Thomas Catillaz and Melinda Little.

Also present: Village Manager, John Sweeney, Treasurer Elizabeth Benson, Code Enforcement Officer, Paul Blaine and Village Clerk, Kareen Tyler.

Absent Mayor Clyde Rabideau

AUDITING:

Chair Deputy Mayor Richard Shapiro called for a motion to approve payment for the 2020 Budget \$258,603.26 voucher number 11043070 to 11043192 complete detail of these vouchers is attached and made part of these minutes.

Chair Deputy Mayor Richard Shapiro called for a motion to approve the vouchers.

Motion: Murphy Second: Catillaz

Roll Call: Little yes Murphy yes Catillaz yes

APPROVAL OF MINUTES:

Chair Deputy Mayor Richard Shapiro called for a motion to approve minute 12-23-2019

Motion: Little Second: Murphy

Roll Call: Little yes Murphy yes Catillaz yes

CORRESPONDENCE: Village Police monthly report, a budget request from Saranac Lake Youth Center, and a report from Barton & Loguidice on the Intersection of Lake Flower Avenue and River Street.

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

Motion: Catillaz Second: Little

Roll Call: Little yes Murphy yes Catillaz yes

PUBLIC COMMENT PERIOD: No one made public comment

ITEMS FOR BOARD ACTION:

Bill 1-2020 Promote Steve LaHart to Water & Wastewater Treatment Plant Operator Trainee

A copy of the bill is attached and made part of these minutes

Chair Deputy Mayor Richard Shapiro called for a motion.

Motion: Little Second: Murphy

Roll Call: Little yes Murphy yes Catillaz yes

Bill 2-2020 Hire Tristin Fitzgerald as a Water & Wastewater Maintenance Helper

A copy of the bill is attached and made part of these minutes

Chair Deputy Mayor Richard Shapiro called for a motion.

Motion: Little Second: Murphy

Roll Call: Little yes Murphy yes Catillaz yes

Bill 3-2020 Hire Robert VanHouten as a Motor Equipment Operator

A copy of the bill is attached and made part of these minutes

Chair Deputy Mayor Richard Shapiro called for a motion.

Motion: Little Second: Catillaz

Roll Call: Little yes Murphy yes Catillaz yes

Bill 4-2020 Authorize NYS CDBG \$930,000 Grant for Payeville Sewer Improvements

A copy of the bill is attached and made part of these minutes

Chair Deputy Mayor Richard Shapiro called for a motion.

Motion: Catillaz Second: Murphy

Roll Call: Little yes Murphy yes Catillaz yes

Trustee Murphy recused himself and left the room

Bill 5-2020 Skyward Hospitality Lease

A copy of the bill is attached and made part of these minutes

Chair Deputy Mayor Richard Shapiro called for a motion.

Motion: Catillaz Second: Little

Motion to AMEND: Little Second: Catillaz

Roll Call to AMEND from a 5 year to 1 year lease (1.1) and 6 months to 3 months (1.2.1 & 1.2.2.):

Little yes Shapiro yes Catillaz yes

Roll Call on AMENDED MOTION: Little yes Shapiro yes Catillaz yes

Trustee Murphy returned to the table

Bill 6-2020 Bonique Lease

A copy of the bill is attached and made part of these minutes

Chair Deputy Mayor Richard Shapiro called for a motion.

Motion: Catillaz Second: Little

Roll Call: Little yes Murphy yes Catillaz yes

Bill 7-2020 Travel and Training for Deputy Clerk Lidia O'Kelly

A copy of the bill is attached and made part of these minutes

Chair Deputy Mayor Richard Shapiro called for a motion.

Motion: Murphy Second: Little

Roll Call: Little yes Murphy yes Catillaz yes

OLD BUSINESS

No old business

NEW BUSINESS

No new business

ITEMS FOR DISCUSSION

No items for discussion

EXECUTIVE SESSION:

Chair Deputy Mayor Richard Shapiro called for a motion to enter into executive session for – The Proposed acquisition/sale/lease/ or real property when publicity might affect value.

Motion: Catillaz Second: Murphy

Roll Call: Little yes Murphy yes Catillaz yes

Roll Call: Little yes Murphy yes Catillaz yes

Bill 8-2020 Set Aside Rules to Allow a Bill to Be place on the Table

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Little

Roll Call: Little yes Murphy yes Catillaz yes

Bill 9-2020 Call for an Auction of Surplus Equipment 400 Broadway

Chair Deputy Mayor Richard Shapiro called for a motion.

Motion: Murphy Second: Little

Roll Call: Little yes Murphy yes Catillaz yes

MOTION TO ADJOURN

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

Motion: Little Second: Catillaz

Roll Call: Little yes Murphy yes Catillaz yes

Respectfully submitted,
Kareen Tyler, Village Clerk

Kareen Tyler

From: Beth Edgley
Sent: Wednesday, January 22, 2020 9:00 PM
To: Kareen Tyler
Subject: Letter to the Editor

Hi Kareen,

If this works and you can pass it along to Mayor Rabideau and the Village Board Members, I would appreciate it.

Thank you,
Beth Edgley

To the Editor,

We read with interest the recent article addressing the possible makeover of the “Lake Flower Intersection”, which is comprised of River Street, Brandy Brook and Lake Flower Avenues. We agree, a change is needed, especially with the addition of the Saranac Waterfront Lodge in the near future.

We support the idea of a roundabout and hope the Village Board and DOT will look closely at this option. We have spent considerable time in an area that has several roundabouts and have experienced first hand their efficiency.

A U.S. Dept. of Transportation study conducted in June 2017 showed that “roundabouts have been proven to be the safest type of intersection. Statistically, a roundabout is much safer to negotiate than traditional traffic intersections.”

Roundabouts are known to improve safety and reduce crashes; reduce congestion and pollution; reduce the amount of time drivers spend idling, which in turn reduces vehicle emissions and fuel consumption, thus saving money.

Drivers travel with a lower speed in roundabouts which means pedestrians have far less risk managing the crosswalks.

We frequently travel thru the current intersection and are well aware of the delays and confusion that often occur at this location. A redesign which would provide a positive and safer impact would be welcomed. We urge the committees involved with this project to take an in depth look at all of the options. Once reviewed, we hope they will conclude that the safest and most efficient choice would be a roundabout.

Like anything that is new, a roundabout may seem “awkward” during the first drive through, but after a couple of times, we think drivers will realize the ease of use and its sensibility. Roundabouts are becoming more and more popular for a great reason. Try one, you’ll like it.

Thank you,
Beth and Ron Edgley

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

SUBJECT: Appoint Election Inspectors

Date: 1-27-2020

DEPT OF ORIGIN: Village Manager

BILL # 10 -2020

DATE SUBMITTED:

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$ 0

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Appoint Election Inspectors for March 18, 2020 Village Election.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE CATILLAZ _____

WHEREAS: State of New York Election Law § 15-116 states that the Board of Trustees shall, by resolution appoint inspectors of election for each village election district, designate a chairman for each district, designate alternates, and shall fix the compensation of the inspectors.

BE IT RESOLVED: That the following list designates the inspectors and chairperson.

BE IT FURTHER RESOLVED: That the inspectors shall be compensated \$150.00 for each day worked serving as election inspector on election day.

VILLAGE ELECTION INSPECTORS - 2020

ONE District

CHAIRPERSON: Beryl Szwed (D) 157 Kiwassa Road
Deborah Beairsto (NPO) 143 Riverside Drive
Susan Dwyer (D) 323 Lake Street
Dennis Dwyer (D) 323 Lake Street
Diane Thoma (R) 35 James Street

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

SUBJECT: PTAB Members

Date: 01/27/20

DEPT OF ORIGIN: Trustee Shapiro

Bill # 11-2020

DATE SUBMITTED: 01/23/20

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED: \$

SUMMARY STATEMENT:

A resolution to appoint Sara Roth, Colleen O'Neill, and Ezra Schwartzberg to the Parks and Trails Advisory Board.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE CATILLAZ _____

TRUSTEE LITTLE _____

**RESOLUTION TO CHANGE THE NUMBER OF MEMBERS ON THE PARKS AND TRAILS
ADVISORY BOARD AMEND THE BY-LAWS**

WHEREAS, the Parks and Trails Advisory Board has vacancies as a result of the expiration of three terms that were served by Jason Smith, Andrea Audi and Marijke Ormel; and

WHEREAS, the current member of the Parks and Trails Advisory Board have reviewed six letters of interest that were received from individuals interested in serving on the Village of Saranac Lake Parks and Trails Advisory Board; and

WHEREAS, the members of the Parks and Trails Advisory Board recommend appointing three qualified individuals to the board based on their skills, interests, community connections, and backgrounds; and

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Village Board of Trustees hereby appoints Sara Roth, Colleen O'Neill, and Ezra Schwartzberg to the Parks and Trails Advisory Board.

Parks & Trails Advisory Board,

I would like to be considered to fill a vacant member position on the Parks & Trails Advisory Board.

I have been a resident and home owner in Saranac Lake (29 Ironwood Way), though not in the Village, for 7 years now. I work from my home as a Project Manager for ADP, managing multiple projects for their Finance Advisory Board, and acting as a Program Manager for their Finance Academy.

When I moved here in 2013, I immediately immersed myself in volunteering and becoming a part of this community. I am out in it as much as possible in my free time. Every day, you'll find me shopping, eating and recreating in Downtown, the Village and its surrounding areas. This is truly my home for many reasons, including the warm people, the special traditions, and the amazing environment we are blessed with. I never stop feeling lucky to be here and I don't ever plan to leave.

I'm an active member of the following local organizations and part of committees which coordinate events that have an impactful presence in Downtown and its surrounding areas:

- Saranac Lake Winter Carnival Committee: Member since 2013, Publicity Manager, Ice Palace Worker, and Event Manager for Arctic Golf in Prescott Park.
- Saranac Lake Skate Path Committee: Founding Member since 2018.
- Saranac Lake Street Fest Committee: Founding Member since 2018.
- Tri-Lakes Humane Society: Volunteer since 2015
- Franklin and Essex County Animal Response Team (CART): Volunteer since 2019.
- Saranac Lake Fish and Game Club: Member since 2018.

In the past, I've been involved with Saranac Lake ArtWorks, as a Steering Committee Member and Artist Member, and a member of the Saranac Lake Women's Civic Chamber. I've also volunteered for events including Cycle Adirondacks, First Night, Saranac River Clean-up, Farm2Fork Festival, and every year I participate in the Saranac Lake Clean-up Day event in spring to remove debris from the Lake Flower Boat Launch parking lot and Prescott Park.

I'm an avid outdoor recreationist in all seasons and I'm passionate about our local parks and trails. I personally use many of Saranac Lake's parks. Some of my favorites are Berkeley Green to soak in the Downtown experience during my lunch break, and walking my dog most days in Prescott and Riverside Parks. I kayak from the Lake Flower boat launch almost every night in summer, and in winter I hike with my dog every weekend on the snowmobile trails off Route 86 near the railroad tracks. The parks in our village have different offerings, and I appreciate them all.

Because I use and enjoy our parks and trails, I have direct experience and ideas on how to improve them. Due to my extensive involvement in our community, I also have good relationships with some of the Village staff and have either worked with them on committees or work with them through my committees which partner with the Village. I also partner closely with the Saranac Lake Area Chamber of Commerce and ROOST through many of my committees.

I understand the local and visitor perspective of Saranac Lake through both personal and professional associations here. I've wanted to get more involved in community revitalization efforts and with local government for many years now, and I think this is an excellent opportunity to do both. I have skills and experience that could benefit the Board, Saranac Lake, and its residents and visitors. I also have a passion for your mission and would find great satisfaction in being part of protecting and improving the place that I deeply love.

Thank you in advance for your time and consideration. Please let me know if you need more information or have questions.

Sincerely,

Colleen O'Neill
colleenoneill@gmail.com
518-729-8933

To whom this may concern:

I was interested in being apart of the parks and trails community advisory board. I am an avid user of our numerous trail systems and recreate throughout the Adirondack Park. I enjoy trail running, mountain biking, road biking, hiking, ski touring and backcountry skiing. I would like to be involved in the exchange of ideas concerning how to better manage existing community areas. I think our community as a whole is in a unique time period, as we have had two major hotels move into the areas bringing more tourism. I personally believe that the increase in tourism is economically beneficial to our town and can only positively help revitalize and highlight our unique community. Saranac Lake has so much to offer to tourists and residents themselves. I would like to be apart of planning for higher use areas so that these places can remain sustainable and protected from degradation. Many of our trail networks have seen an influx in use over the last decade and I believe it's important as a community to plan and provide education for stewardship of our environment. As a teacher in the area I believe public spaces also provide a space to educate the public about topics relating to outdoor recreation.

In the past I rarely used are numerous public parks and spaces. I would spend most of time accessing summits and wilderness areas. I have recently become a mother and have realized the real value a public space provides for our children and for the community as a whole. As a board member I would be happy to find ways to sustain and also improve these public spaces. We have the privilege to live in a beautiful area surrounded by pristine natural resources, while at the same time many community members remain underprivileged and underrepresented. I believe this planning board can help disadvantaged families in our community by providing quality access and recreation to free public spaces in our town.

I would be excited to be a member of the board and help further the access to are growing network of public spaces. I truly believe connecting are community to open spaces in the beautiful Adirondack Park is important and worth the effort. Instilling an appreciation in open spaces leads the way for conservation and a love for our natural world. I would like to be involved in continuing our townships already thriving spaces and also creating opportunities for these spaces to improve throughout the years to come.

Thanks you for your consideration.

Sincerely,

Sara Roth
113 Franklin Ave
Saranac Lake NY 12983
(518) 420- 6843
sara@tupperlakecsd.net



Lindy Ellis
Parks & Trails Advisory Board
The Village of Saranac Lake
39 Main Street, Suite 9
Saranac Lake, NY 12983

January 9, 2020

Dear Lindy Ellis,

I am interested in serving as a Board Member of the Parks and Trails Advisory Board for the Village of Saranac Lake. I am a resident of the Town of Brighton and live on Split Rock Road in Saranac Lake, but I have an office at 73 Church Street in the Village. If you are able to make an exception to my residency, I am interested in serving on this board.

I have professional and recreation experience that match with your desired qualifications that you've outlined on your Board Member Position Description on your website. I am also a long-time resident of Saranac Lake and have familiarity with current parks and recreational opportunities on private, municipal and state lands in the region.

For related professional experience, I own and operate Adirondack Research, an ecological consulting firm that works in the areas of invasive species monitoring and control, land use research, and GIS mapping. I also produce and sell a line of recreational maps under the brand Green Goat Maps that include outdoor recreation maps of the area. Some of the projects I've been involved with through my business include advising environmental groups on state land classification, developing community engagement programs for land conservancies and state invasive species agencies, and performing GIS map analyses for state and local government.

I'm also active outdoors and enjoy cross country and downhill skiing, hiking, mountain biking and water activities. I've enjoyed the resources offered in our community and would be interested in volunteering in the capacity of a board member.

I have experience serving on boards, mostly as Budget Director or Treasurer and am good with budget work and with grant-writing. Locally, I've most recently served on the board of Northern Lights School.

Please let me know if you have any other questions about my interests or skills relating to your needs for new board members.

With best regards,

Dr. Ezra Schwartzberg
Director, Adirondack Research, LLC

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

SUBJECT: FOMP Agreement

Date: 1-27-2020

DEPT OF ORIGIN: Village Manager

BILL # 18-2020

DATE SUBMITTED:

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$ 0

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Authorize agreement with Friends of Mount Pisgah

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE CATILLAZ _____

AGREEMENT

THIS AGREEMENT made as of the _____ Day of January, _____.

BETWEEN: **VILLAGE OF SARANAC LAKE, INC.**, a municipal corporation organized and existing under the laws of the State of New York, with its office at 39 Main Street, Saranac Lake, New York (Hereinafter referred to as the "Village");

and

FRIENDS OF MOUNT PISGAH, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New York, with its office and principal place of business at Saranac Lake, New York (hereinafter referred to as "FOMP")

WITNESSETH;

WHEREAS, the Village desires to retain the services of a qualified person or entity to operate, manage and maintain the Mt. Pisgah Lodge located at the Village's Mt. Pisgah Ski Center in the Village of Saranac Lake, Town of St. Armand, Essex County, New York; and

WHEREAS, FOMP is willing to manage, promote, operate and maintain the Mt. Pisgah Lodge.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The term of this agreement will be for sixty (60) months, commencing on _____, _____ and terminating on _____.

2. In consideration of the promises, covenants and agreements of FOMP under this agreement, during the term of this agreement the Village hereby:
 - (a) retains FOMP to manage, promote, operate, maintain and repair the Mt. Pisgah Ski Lodge Building; and

 - (b) agrees to insure the Mt. Pisgah Ski Lodge building against fire and multi-peril casualty for full replacement value, less deductible (\$1000); and

 - (c) agrees to pay all utility expenses, except propane.

3. In consideration of the rights granted by the Village to FOMP under this agreement,
FOMP agrees, at its sole cost and expense to:
 - (a) manage, promote, operate, maintain and repair the Mt. Pisgah Ski Lodge building for and on behalf of the Village, including but not limited to the establishment and operation of food service and/or a snack bar, using its best efforts to obtain maximum public use of the said building; and

- (b) furnish all personnel, materials, supplies, equipment, services and utilities, and perform all work, and take all action as shall be necessary to operate, protect, maintain and repair the Mt. Pisgah Ski Lodge building, including all signs and improvements therein and thereon, so that at all times during the term of this agreement all of the Mt. Pisgah Ski Lodge building will be (1) in good physical and operating condition, (2) available and equipped for the uses contemplated, including but not limited to food service and/or a snack bar, and (3) clean, attractive and safe;
 - (c) keep an accurate account of all monies received through its operations of the building, and of all monies expended in connection therewith, and provide the same to the Village upon the Village's request;
 - (d) be responsible and pay for all loss and/or damage to the building and /or to the contents therein arising either directly or indirectly out of FOMP's use, operation and maintenance of the building.
4. It is understood and agreed by the parties that all revenues generated from the operation of the Lodge shall be used to pay the costs of operating the Mt. Pisgah Ski Center as well as the Lodge itself, such costs to include but not be limited to insurance and utility expenses, maintenance and repair of the lifts and trails, snowmaking, and other expenses related to the operation of the Ski Center,
 5. The parties each acknowledge, covenant and agree that the relationship of FOMP to the Village shall be that of an independent contractor. FOMP, in accordance with its status as an independent contractor, further covenants and agrees that

FOMP:

- (a) will conduct itself in accordance with its status as an independent contractor;
 - (b) will neither hold itself out as nor claim to be an officer or employee of the Village; and
 - (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the Village, including but not limited to Workers' Compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.
6. FOMP shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.
 7. FOMP shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by FOMP under this agreement.
 8. This agreement may be terminated without cause by either party upon thirty (30) days prior written notice. Upon such termination neither party shall have any claim nor cause of action against the other, except for breach of this agreement

arising or occurring prior to such termination.

9. FOMP shall at all times during the term of this agreement, at FOMP's sole expense, procure and maintain from insurance companies authorized to write such insurance in the State of New York the following insurance coverages:
 - (a) comprehensive general liability insurance, containing a contractual liability indorsement in favor of the Village, in an amount of not less than \$2,000,000 per occurrence single limit for bodily injury, death, and property damage;
 - (b) workers' compensation and disability insurance as required by law, if any; and
 - (c) fire and multi-peril insurance insuring FOMP's property.
10. FOMP shall provide written proof of such insurance to the Village Manager at the time of the execution of this agreement, and whenever such insurance coverages are renewed during the term of this agreement. This contract shall be void and of no force and effect unless FOMP provides and maintains the required insurance coverages during the life of this contract and/or for the benefit of such employees as are required to be covered. All policies of insurance shall provide that the same may not be canceled except upon fourteen (14) days prior written notice to the Village.
11. FOMP shall indemnify and hold harmless the Village from and against any and all liability, suits, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with FOMP's negligence and/or its performance or failure to perform this agreement.
12. FOMP will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, since this is a building service contract and/or a contract for the repair of a public building, and to the extent that this contract shall be performed within the State of New York, FOMP agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:
 - (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or
 - (b) discriminate against or intimidate any employee hired for the performance of work under this contract.

FOMP agrees that it is subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as possible termination of this contract and forfeiture of all rights under this agreement for a second or subsequent violation.

13. FOMP shall promptly advise the Village Manager of all damages to property of the Village or of others, or of injuries incurred by persons other than employees of FOMP, in any manner relating, either directly or indirectly, to the performance of this agreement or the use of the Mt. Pisgah Ski Lodge building.
14. FOMP shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Village Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of FOMP within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Village shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) FOMP shall timely inform an appropriate Village official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Village's right to discovery in any pending or future litigation.
15. In fulfilling its obligations to manage, operate, promote, maintain and repair the Mt. Pisgah Ski Lodge building, FOMP agrees that any "public work" contracts which are covered by Article 8 of the Labor Law, or any building service contract covered by Article 9 thereof, shall provide that no employees of any contractor or subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, any contractor and subcontractor must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
16. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction within the State of New York.
17. This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by FOMP, without the prior written consent of the Village, and any attempts to assign the contract without the Village's written consent are null and void.
18. The Village shall have all of its common law, equitable and statutory rights of set-

off. These rights shall include, but not be limited to, the Village's option to withhold for the purposes of set-off any moneys due FOMP under this agreement up to any amounts due and owing to the Village with regard to this contract, any other contract with any Village department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Village for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Village shall exercise its set-off rights in accordance with normal Village practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the Village acknowledges that there are no amounts due by FOMP to the Village as of the date of this agreement.

19. Whenever the term "FOMP" is used in this agreement, such term shall include and apply to all employees, volunteers, members, officers, directors and agents, if any, of FOMP.
20. This agreement may not be amended, modified or renewed except by written agreement signed by FOMP and the Village.
21. This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.
22. The Village shall have the right to inspect the Mt. Pisgah Ski Lodge building upon reasonable notice to FOMP.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VILLAGE OF SARANAC LAKE, INC.

By _____
Clyde Rabideau, Mayor

FRIENDS OF MOUNT PISGAH, INC.

By _____
Katie Fischer, President

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 (3rd) floor of the Office building, which includes 2160 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”), .
- 1.2 The Lease Term shall be month to month. Either party may terminate the lease with a six (6) month notification to the other at the addresses provided below and according to the terms provided in Article 20 Notices. If no notice to terminate is provided, the lease term shall automatically renew on the same month to month basis.

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 2160 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. Notice shall be provided 6 (six) months in advance of rental pricing adjustment.

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 2160 square feet of useable space.

[Attach Map]