

WORK SESSION OF THE BOARD OF TRUSTEES
April 2, 2018

ROLL CALL FOR REGULAR MEETING: Present: Mayor Clyde Rabideau
Trustees: Paul Van Cott, Melinda Little, Richard Shapiro and Patrick Murphy.
Also present: Village Treasurer, Elizabeth Benson, Village Manager. John Sweeney,
and Village Clerk, Kareen Tyler.

Bill 36-2018 Approve Lot Lease Agreement with Dandelion Farm

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

Chair Mayor Rabideau called for a motion.

Motion: Van Cott Second: Shapiro

Roll Call: Murphy yes Little yes Shapiro yes Van Cott yes

MOTION TO ADJOURN

Chair Mayor Rabideau called for a motion to adjourn

Motion: Van Cott Second: Shapiro

Roll Call: Murphy yes Little yes Shapiro yes Van Cott yes

Respectfully submitted,
Kareen Tyler, Village Clerk

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

SUBJECT: Lot Lease Agreement
FOR AGENDA OF 4-2-18

DEPT OF ORIGIN: Manager

BILL # 36-2018

DATE SUBMITTED: _____

EXHIBITS: Yes

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

AUTHORIZE LOT LEASE AGREEMENT

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: Van Cott

SECONDED BY: Shapiro

VOTE ON ROLL CALL:

MAYOR RABIDEAU

TRUSTEE LITTLE

yes

TRUSTEE MURPHY

yes

TRUSTEE SHAPIRO

yes

TRUSTEE VANCOTT

yes

LOT LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of _____, 2018, by and between Village of Saranac Lake, 39 Main Street, Ste. 9 Saranac Lake, New York 12983, hereinafter called the "Landlord", and _____, having an address of _____, _____, New York _____, hereinafter called the "Tenant".

WITNESSETH:

WHEREAS, the parties hereto deem it mutually acceptable, and do agree to enter into a lease agreement relative to the subject premises and desire to set forth the terms and conditions relative to this agreement. Additional terms of the Agreement between these parties are listed in Exhibit A, which is attached hereto and incorporated as though fully set out herein.

NOW, THEREFORE, in consideration of the foregoing, the parties do hereby agree as follows:

LEASED PREMISES

1. The Landlord, for and in consideration of the payment of rent and the performance of the covenants and agreements by Tenant, as hereinafter set forth, does hereby demise, let and lease unto the Tenant, and the Tenant hereby hires from the Landlord the following described premises:

Saranac Lake, New York 12983

2. The Tenant shall pay the yearly rent of **ONE AND 00/100 DOLLARS (\$1.00)** per year during the term, with said payments due on or before the first (1st) day of the term commencing the ____ day of _____, **2018** through _____, **2019**, continuing until expiration of the lease.

- Rent shall be received by the Landlord, delivered at the expense of the Tenant, to the below address on or before the 15th day of _____, 2018:

Village of Saranac Lake
39 Main St. Ste. 9
Saranac Lake, NY 12983

LEASE TERM – ONE YEAR-

- The term of this lease is for a period of one (1) year, commencing on the ____ day of _____, 2018. This agreement may be extended on a yearly basis upon payment and agreement. The term “year” is defined as a calendar year and shall not be interpreted to mean a fixed 365 day period. This Agreement may only be terminated upon (1) full calendar month’s prior written notice delivered to the other party; or (2) upon default of one of the terms of this Agreement.

MAINTENANCE

- Tenant agrees that any and all repairs to its individual equipment are Tenant’s responsibility. Landlord is not obligated to make any repairs and/or maintenance to the individually owned and operated equipment of the tenant.
Tenant agrees that any form of infestation of pests, including but not limited to bugs, vermin etc. in or around its equipment will be the specific responsibility of the Tenant.

UTILITIES & TAXES

- Tenant agrees to pay for those additional utility services, including but not limited to water and sewer, cable and Internet, electric utility charges, propane, rendered or furnished to the demised premises during the term hereof. Tenant agrees to pay all real estate taxes levied upon said premises attributable to Tenant’s real property and improvements.
- At their cost and expense, Tenant shall carry the usual and customary fire loss, casualty, liability, business insurance coverage with a liability limit of ONE MILLION DOLLARS on the leased premises and will name the Landlord as an additional insured, where applicable, and agrees to hold the Landlord completely harmless from any and all injuries which may occur through the use of the premises by the Tenant and from any injuries,

actions, complaints, arbitrations, hearings, lawsuits or claims which may arise during the period of this lease agreement.

USE OF PREMISES

8. (a) Tenant shall have the right of use of the leased premises for any and all lawful purposes associated with an agricultural operation.

(b) Tenant may utilize and place on-premises one "container" type structure or some similar non-permanent/mobile structure for its agricultural operation. Additional containers or mobile structures will not be allowed under this lease and shall require a separate lease agreement for each container.

(b) The premises and the location and/or placement of any structure and/or utilities shall be requested in writing to the Village Manager and be subject to his sole discretion in response regarding locations and placements .

(c) Tenant covenants to at all times hold the Landlord harmless from all loss, costs or damages which may occur or be claimed with respect to any person or persons, including guests and invitees, corporation, property, or chattels on or about the demised property, or to the property itself resulting from any act done or omission by or through the Tenant or resulting from the Tenant's use, non-use, or possession of said property.

ASSIGNMENT AND MODIFICATIONS

9. Tenant agrees not to assign or sublet this lease to a party not bound by this lease without first obtaining the written consent of the Landlord to such assignment.

10. Tenant will not build, modify or change the leased premises, without first obtaining the written consent of the Landlord to such modification.

Tenant will not build, modify or change the leased premises, without first obtaining the written consent of the Landlord to such modification.

11. Tenant agrees to deliver up and surrender to the Landlord the possession of the demised premises upon the default of any of the terms and conditions of this agreement or termination of this lease, as herein provided, in as good condition and repair as the same shall be at the commencement of said term, thereof, ordinary wear and tear excepted. Landlord acknowledges receipt, upon the execution of this Lease Agreement, a security

All rental payments shall be made to the Landlord at the above address, or any other address he shall so designate. These addresses may be changed from time to time by either party by serving notice as provided above.

15. Landlord intends to offer similar leases to like operators, as it is encouraging entrepreneurial agricultural endeavors within the Village of Saranac Lake. Tenant shall not interfere in any manner with this activity or goal.
16. Landlord makes no claim and/or warranty as to suitability of site or any underlying governmental zoning and/or code issues thereon.

GENERAL PROVISIONS

17. This lease and all of the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, successors and assigns.
18. It is mutually agreed by and between Landlord and Tenant that the respective parties shall and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use of occupancy of said premises, and/or any claim of injury or damage, and any emergency statutory or other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for non-payment of rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.
19. In the event any of the terms of this agreement shall be deemed unlawful, illegal or void as against public policy, by a court of competent jurisdiction, such determination or decision shall have no force and effect upon the remaining terms and as otherwise set forth herein, the remaining terms and conditions shall remain in full force and effect.

DEFAULT

20. If Tenant shall default in the observance or performance of any term or covenant of this agreement to be observed or performed under or by virtue of any of the terms or provisions in this lease, Landlord may immediately terminate the lease and take possession of said premises. If Landlord makes any expenditures or incurs any obligations for payment of money in connection with a default of any of the terms of this agreement or with the termination of this lease or the summary repossession of said

premises, including, but not limited to, attorneys fees, costs and disbursements in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of any bill or statement to Tenant.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year above written.

TENANT:

LANDLORD:

Print Name:

By: VILLAGE OF SARANAC LAKE