VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
REGULAR MEETING AGENDA 5:30PM
Monday August 12, 2019
Roberts Rules of Order will be in Effect for this Meeting

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. PUBLIC HEARING ANIMALS

D. AUDITING
a. Pay Vouchers
b. Approve Minutes 7-22-19 and 8-6-19

E. PUBLIC COMMENT PERIOD
Erin Griffin- Climate Smart Community Update

F. CORRESPONDENCE- Saranac Lake Police Department Monthly Report, Letter from Northern Border Regional Commission

F. ITEMS F0R BOARD ACTION

BILL	**99**	**2019**	**LWRP Determination – Chapter 68 Animals**
BILL	**100**	**2019**	**SEQR Negative Declaration – Chapter 68 Animals**
BILL	**101**	**2019**	**Adopt Local Law Amendment – Chapter 68 Animals**
BILL	**102**	**2019**	**Authorize $2.00 Levy for Notice of Unpaid Tax Bills**
BILL	**103**	**2019**	**Hire Bond Counsel- Harris Beach- Wastewater Treatment Plant Improvements**
BILL	**104**	**2019**	**Promote Jay Bradish to Water/ Wastewater Maintenance Worker**
BILL	**105**	**2019**	**Authorize lease with the Town of Harrietstown for Office Space**
BILL	**106**	**2019**	**Provisional Appointment Superintendent of Public Works – Dustin Martin**
BILL	**107**	**2019**	**Lake Flower Sewer Project**
BILL	**108**	**2019**	**Travel and Training Community Development Director**

G. OLD BUSINESS

H. NEW BUSINESS

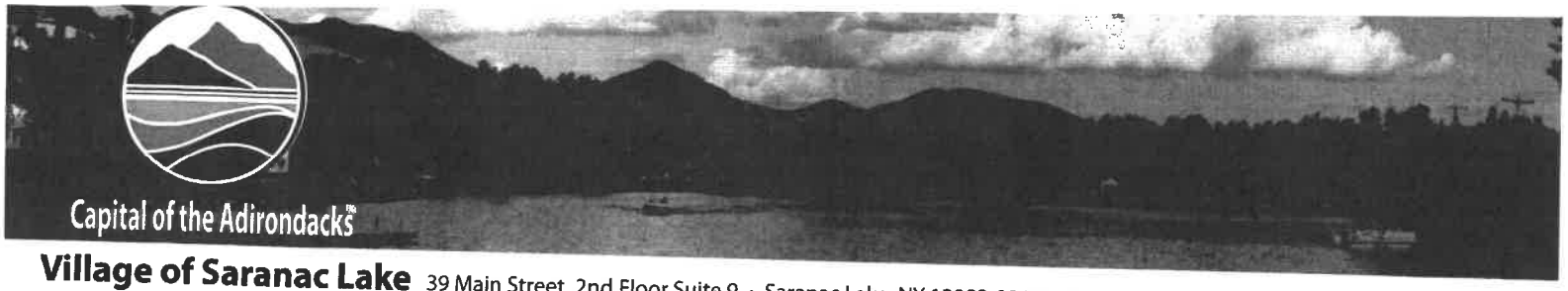
I. ITEMS FOR DISCUSSION

J. 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.



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

Public Hearing Notice
Saranac Lake Village Board of Trustees
Village of Saranac Lake, Inc.

NOTICE IS HEREBY GIVEN, that the Saranac Lake Village Board of Trustees will hold a PUBLIC HEARING on Monday August 12, 2019 at 5:30PM in the Village Office at 39 Main Street, Saranac Lake NY 12983 The purpose of the hearing is to receive public comment on proposed amendment to Chapter 68 "Animals". The amendment can be found at www.saranaclakeny.gov or reviewed at the Village Office at 39 Main Street Saranac Lake NY 12983.

Chapter 68

ANIMALS

ARTICLE I
Dogs and Other Animals

§ 68-1. Definitions.
§ 68-2. Restrictions and regulations.
§ 68-3. Seizure of animals at large; impoundment, redemption and adoption.
§ 68-4. Impoundment and redemption fees.
§ 68-5. Penalties for offenses.

ARTICLE II
Waterfowl

§ 68-6. Definitions.
§ 68-7. Prohibited conduct.
§ 68-8. Exceptions.
§ 68-9. Penalties for offenses.
§ 68-10. Enforcement.

[HISTORY: Adopted by the Board of Trustees of the Village of Saranac Lake as indicated in article histories. Amendments noted where applicable.]

ARTICLE I
Dogs and Other Animals
[Adopted 4-28-2008 by L.L. No. 1-2008]

§ 68-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ANIMAL — Any living creature, except human beings.

COMPANION ANIMAL — Any dog or cat, and shall also mean any other domesticated animal normally maintained in or near the household of the owner or person who cares for such other domesticated animal.

DISPOSE IN A SANITARY MANNER — A person will be considered to have disposed of dog feces in a sanitary manner if such person places such material in a secure and leakproof bag or wrapper made of paper, plastic or some other similar material which is then placed in a garbage or refuse container for deposit in a duly permitted and authorized solid waste disposal facility; or otherwise disposes of such material on his/her own property.

DOG — Any member of the species Canis familiaris.

DOMESTIC ANIMAL — Any domesticated sheep, horse, cattle or fallow deer, red deer, sika deer or whitetail deer, which is raised under license from the Department of Environmental Conservation, llama, goat, swine, fowl, duck, goose, swan, turkey, confined domestic hare or rabbit, pheasant or other bird, which is raised in confinement under license from the Department of Environmental Conservation before release from captivity, except that the varieties of fowl commonly used for cock fights shall not be considered domestic animals for the purposes of this chapter.

HABITUAL BARKING — A dog that barks, whines, howls, growls, etc., for repeated intervals of at least four minutes, with less than 15 minutes of interruption between the intervals, which can be heard by any person, including a law enforcement officer or Dog Control Officer, from a location outside of the dog-owner's or dog-caretaker's premises.

HARBOR — To provide food and/or shelter to any dog or other animal.

IDENTIFIED DOG — A dog carrying a New York State license identification tag.

IDENTIFIED ANIMAL — Any companion animal or domestic animal, excluding dogs, carrying a tag bearing the name and contact information of the owner of such animal.

LEASHED — Restrained by a leash that does not exceed eight feet in length or, if retractable, which can be retracted to eight feet in length, attached to a collar or harness of sufficient strength to restrain the animal and which shall be held by a person having the ability to control the animal.

NUISANCE - The keeping or harboring of any animal which by habitual howling, yelping, barking, crowing or other noise disturbs the peace and quiet of nearby property or which would cause annoyance or discomfort to a reasonable person of normal sensitivity in the area.

OWNER — Any person who keeps, harbors, or has custody, care or control of an animal. Animals owned by minors shall be deemed to be in the custody and control of the parent or guardian of such person, or the head of the household wherein such minor resides.

PROPERTY OF ANOTHER — All property within the corporation limits of the Village of Saranac Lake which is not public property, including but not limited to all residential and commercial property, private streets, private rights-of-way, private sidewalks, the grassy areas located adjacent to private streets, rights-of-way and sidewalks, and any common areas of multiple-residence buildings, including condominiums or cooperatives.

PUBLIC PROPERTY — Any property owned, occupied or controlled by the Village of Saranac Lake, the State of New York, or any other municipal corporation or a school district, including but not limited to parks, streets, sidewalks and grassy areas adjacent to public streets and sidewalks.

RUN AT LARGE — An unleashed animal off of the premises of the owner and on any public or private lands without the knowledge, consent and approval of the owner of such lands.

§ 68-2. Restrictions and regulations.

It shall be unlawful for any owner to permit or allow:

A. A dog to run at large. In addition, no person shall remove the leash, harness or collar of any dog, or cause such leash, harness or collar to be removed, or entice any dog out of any enclosure, house or grounds of the owner or harborer, or release such dog to run at large.

B. A dog to engage in habitual loud howling, barking or whining or to cry in an unreasonable manner, or to conduct itself in such a manner as to habitually annoy any person other than the owner of the dog.

C. A dog, companion animal or domestic animal to cause damage or destruction to public property or property or another, or to defecate, urinate, dig or otherwise commit a nuisance upon any property other than that of the owner. Any person who owns or has custody of a dog which has deposited its feces upon any public or upon the property of another shall immediately remove such feces or cause the same to be removed and shall dispose of it in a sanitary manner. The provisions of this subsection shall not apply to:

a. The deposit by a dog of its feces on its owner's or custodian's own property, or upon the property of another with the express permission of the owner of such property;

b. Any dog owned by the Village of Saranac Lake Police Department or the New York State Police and used for law enforcement purposes; and/or

c. Any dog which serves as a guide dog while such dog is accompanying a blind person.

D. A dog, companion animal or domestic animal to bite, chase, jump upon or otherwise harass any person in such a manner as to cause intimidation or put such person in reasonable apprehension of bodily harm or injury.

E. A dog to chase, leap upon, or otherwise harass persons on or in bicycles or motor vehicles.

F. A dog, companion animal or domestic animal to kill or injure any dog, companion animal or domestic animal.

G. A dog to be unlicensed when four months of age or older.

H. A dog to fail to have its current and valid New York State license identification tag on its collar or harness.

I. A rooster or other fowl to engage in crowing or other noise that may be considered a nuisance.

§ 68-3. Seizure of animals at large; impoundment, redemption and adoption.

J. Any dog control officer, peace officer, code enforcement officer or police officer in the employ of or under contract to the Village of Saranac Lake, or any other law enforcement officer, is authorized to issue an appearance ticket, uniform appearance ticket, or a uniform appearance ticket and simplified information for the violation of any provision of this Chapter. Any such officer is authorized to seize:

(1) Any dog running at large or in violation of any of the provisions of this chapter or in violation of any state law or regulation, pursuant to § 118 of the Agriculture and Markets Law.

(2) Any unidentified companion animal or domestic animal found running at large or in violation of any of the provisions of this chapter or in violation of any state law or regulation.

(3) Any dog, companion animal or domestic animal which is not in the control of its owner or custodian or which poses an immediate threat to public safety.

B. Every animal seized shall be properly cared for, sheltered, fed and watered for the redemption periods set forth in § 118 of Agriculture and Markets Law. Promptly upon the seizure of an identified dog, the owner shall be notified in accordance with § 118 of Agriculture and Markets Law.

C. Seized dogs may be redeemed by producing proof of current licensing and rabies vaccination and by paying the impoundment, kenneling and other fees set forth in § 15-4A of this chapter. Seized cats and ferrets may be redeemed by producing proof of current rabies vaccination and by paying kenneling fees set forth in § 15-4B this chapter. Seized companion animals, excluding cats and ferrets, and domestic animals may be redeemed by paying kenneling fees set forth in § 15-4C of this chapter.

D. If the owner of any unredeemed dog, companion animal or domestic animal is known, such owner shall be responsible for and required to pay the impoundment and/or kenneling fees set forth in § 15-4 of this chapter whether or not such owner chooses to redeem the animal.

E. Any animal unredeemed at the end of the appropriate redemption period may be made available for adoption or may be euthanized at the cost of such owner, pursuant to § 118 of Agriculture and Markets Law.

§ 68-4. Impoundment and redemption fees.

A. For any impounded dog, excluding dogs seized pursuant to a dangerous dog complaint, the owner shall pay the following fees:

Offense	Impoundment Fee	Kenneling Fee
First impoundment of any dog owned by that person	$10	Plus a kenneling fee of $10/day
Second impoundment of any dog owned by that person within one year of the first impoundment	$20	Plus a kenneling fee of $10/day
Third and subsequent impoundments within one year of the first impoundment of any dog owned by that person	$30	Plus a kenneling fee of $10/day

B. For any impounded cat or ferret, the owner shall pay a kenneling fee of $5 per day.

C. For any impounded companion animal, excluding cats and ferrets, or domestic animal, the owner shall pay a kenneling fee appropriate to the provisions and labor required to provide care for that animal.

D. For any dog impounded pursuant to a dangerous dog complaint, the owner shall pay a fee of:

Offense	Impoundment Fee	Kenneling Fee
First impoundment of any dog owned by that person	$10	Plus a kenneling fee of $20/day
Second impoundment of any dog owned by that person within one year of the first impoundment	$20	Plus a kenneling fee of $20/day
Third and subsequent impoundments within one year of the first impoundment of any dog owned by that person	$30	Plus a kenneling fee of $20/day

E. All fees due and owing pursuant to this Chapter shall be paid prior to the release of an animal to its owner. If any fees are not paid, the Humane Society or other such agency contracted by the Village, may refuse to release the animal and may dispose of the animal in accordance with and as permitted by the Agricultural and Markets Law of New York State. In the event that a court rules that an animal has to be destroyed or should an owner refuse to redeem or accept the return of a seized or captured animal and it is determined that the animal must be destroyed, all of the costs of destroying the animal that are incurred by the Village, Humane Society or other such contracting agency are the responsibility of and may be recovered from the animal's owner.

§ 68-5. Penalties for offenses.

Unless otherwise specifically provided in the Agriculture and Markets Law, any person convicted of a violation of this chapter shall be liable to a fine not exceeding $50 for a first violation, not exceeding $100 for a second violation and not exceeding $250 for each subsequent violation.

ARTICLE II
Waterfowl
[Adopted 5-12-2008 by L.L. No. 2-2008]

§ 68-6. Definitions.

As used in this article, the following terms shall have the meanings indicated:

FEED — To directly or indirectly deposit, distribute, expose, give, place or scatter in any location accessible to waterfowl any type of food, other sustenance or edible material that is intended or liable to be eaten by waterfowl.

WATERFOWL — Includes those species of birds commonly known as "geese" and "ducks," and all other birds classified within the biological family Anatidae, whether migratory, nonmigratory or resident.

§ 68-7. Prohibited conduct.

No person shall feed, cause to be fed or provide food to waterfowl within the Village of Saranac Lake. No person shall allow, cause or foster any condition to exist or continue, with the intention of or which results in causing a congregation or congestion of waterfowl within the Village of Saranac Lake.

§ 68-8. Exceptions.

A. This article is not intended to apply to waterfowl confined in duly authorized and licensed zoos, animal parks, rehabilitation centers or environmental education centers; provided, however, that such waterfowl are at all times securely confined in appropriate cages, pens or enclosures.

B. This article is not intended to apply to waterfowl raised or kept incident to and in the course of legitimate agricultural operations; provided, however, that such waterfowl are at all times securely confined in appropriate cages, pens or enclosures.

§ 68-9. Penalties for offenses.

Any person who violates any provision of this article shall be guilty of a violation and, upon conviction, shall be fined not less than $50 nor more than $250 for each offense. Each day any such violation continues shall constitute a separate offense. The imposition of any fines under this article shall not prevent the enforced abatement of any unlawful condition by the Village.

§ 68-10. Enforcement.

This article shall be enforced by the Police Department of the Village of Saranac Lake. The Village's Animal Control Officer(s) and Code Enforcement Officer(s) shall also have enforcement authority. Notwithstanding the other penalties and remedies herein provided, the Village Board may maintain an action or proceeding in the name of the Village in a court of competent jurisdiction to compel compliance with this article, or to restrain by injunction the violation of any provision of this article. The foregoing provisions for the enforcement of this article are not exclusive, but are in addition to any and all other laws applicable thereto.

REGULAR MEETING OF THE BOARD OF TRUSTEES
July 22, 2019

ROLL CALL FOR REGULAR MEETING: Present: Mayor Clyde Rabideau
Trustees: Richard Shapiro, Patrick Murphy, Paul Van Cott and Melinda Little.
Also present: Village Manager, John Sweeney, Development Code Officer, Paul Blaine, Water Waste Water Operator, Kevin Pratt, Village Treasurer, Elizabeth Benson and Village Clerk, Kareen Tyler.

Everyone stood for the pledge of allegiance.

PUBLIC HEARING ANIMALS CHAPTER 68
Kathy O'Kane, resident Leona Lane, spoke in support of the amendment.
Diane Dudley, resident Lake Street, not in support of the amendment
Eric Bennett, property owner on Leona Lane, spoke in support of the amendment
Carmen Vichot, resident Leona Lane, not in support of the amendment

AUDITING
Chair Rabideau called for a motion to approve payment for the 2019 Budget 10,735.00 voucher number 11041814 to 11041914 and 2020 Budget $415,058.16 voucher number 11041817 to 11041913 complete detail of these vouchers is attached and made part of these minutes.
Motion: Van Cott Second: Little
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Chair Mayor Rabideau called for a motion to approve minute of July 8, 2019.
Motion:Little Second: Shapiro
Roll Call: Little yes Murphy abstain Shapiro yes Van Cott yes

PUBLIC COMMENT PERIOD
No one spoke

CORRESPONDENCE: Letter from National Grid
Chair Rabideau called for motion to accept and place on file the above referenced correspondence.
Motion: Murphy Second: Shapiro
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

ITEMS FOR BOARD ACTION:
Bill 89-2019 Authorize Letter of Support Empire State Games
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Unanimous First and Second
All in Favor

Bill 90-2019 Authorize Letter of Support Franklin County Microenterprise Program
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Unanimous First and Second
All in Favor

Bill 91-2019 LWRP Determination- Chapter 68
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Motion:Shapiro Second: Little
Roll Call: Little yes Murphy yes Shapiro yes Van Cott no

Bill 92-2019 SEQR Negative
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Motion: Shapiro Second: Little
Roll Call: Little yes Murphy yes Shapiro yes Van Cott no

Bill 93-2019 Adopt Local Law Amendment- Chapter 68- Animals
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Motion: Shapiro Second: Murphy
Motion to TABLE: Van Cott No Second to Table
Motion to Amend by- Deleting Section J Murphy Second: Shapiro
Motion to Revert Back and Include Section J Shapiro No Second To Revert Back
Roll Call to Amend - Deleting Section J: Little yes Murphy yes Shapiro yes Van Cott yes

Bill 94-2019 Authorize Letter of Support Play ADK
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Unanimous First and Second
All in Favor

Bill 95-2019 Award Bid for Pine Street Reconstruction
A copy of the bill is attached and made part of these minutes
Chair Mayor Rabideau called for a motion.
Motion: Little Second: Murphy
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Bill 96-2019 Motion to Set Aside Rules and Allow for the Placed of a Bill on the Table
Chair Mayor Rabideau called for a motion.
Motion: Murphy Second: Shapiro
Roll Call: Little yes Murphy yes Shapiro yes Van Cott no

Bill 97-2019 Call for a Public Hearing on August 12, 2019 Chapter 68 Animals as Amended
Chair Mayor Rabideau called for a motion.
Motion: Shapiro Second: Murphy
Roll Call: Little yes Murphy yes Shapiro yes Van Cott no

OLD BUSINESS
Mayor Rabideau – great- busy weekend in the village, Surge Baseball, Street Fest, and Mary Poppins Show.
Trustee Shapiro -Plein Air Festival Parking Passes for Artists
Mayor Rabideau – DRI announcements will be Thursday in Berkley Green 9AM.

EXECUTIVE SESSION:
Chair Rabideau called for a motion to enter into executive session for – Employment History of a Particular Person
Motion: Murphy Second: Van Cott
Roll Call: Murphy yes Little yes Shapiro yes Van Cott yes

Chair Rabideau called for a motion to return to regular session.
Motion: Shapiro Second: Murphy
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

MOTION TO ADJOURN
Motion: Little Second: Van Cott
Roll Call: Little yes Murphy yes Shapiro yes Van Cott yes

Respectfully submitted,
Kareen Tyler, Village Clerk

SPECIAL MEETING OF THE BOARD OF TRUSTEES
August 6, 2019
3:00 PM

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

ITEMS FOR BOARD ACTION:
Bill 98-2019 Authorize Lease Agreement with Franklin County for 3 Main Street Office Space
A copy of the bill is attached and made part of these minutes
Motion: Little Second: Murphy
Roll Call: Little yes Murphy yes Shapiro yes Van Cott absent

MOTION TO ADJOURN
Motion: Little Second: Shapiro
Roll Call: Little yes Murphy yes Shapiro yes Van Cott absent

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

07/22/19

June 2019

Total Calls for service:	238*
Total Arrests:	10
Mental Hygiene Law Arrests: (Included in total)	3
Accident Investigations:	8

Equipment:

Replacement vests for Officer Brown and new vest for Officer Flynn.
Replacement field body cameras

Administrative:

Officer Flynn is in Field Training.
Officer Aaron Sharlow - new hire- in the Plattsburgh Police Department Police Academy.

*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.

Northern Border Regional Commission

July 31, 2019

John Sweeney

39 Main St, Suite 9
Saranac Lake, New York 12983

Mr. Sweeney:

I appreciate the time and effort it took applying for the most recent round of the State Economic and Infrastructure Development grant program with the Northern Border Regional Commission (NBRC) and hope that you continue to pursue your efforts. In this very competitive grant round your application unfortunately, was not selected for funding.

NBRC received 152 applications in this round, requesting more than $43,000,000 in funding. NBRC has chosen 45 applications, funding only 28% of all applications. A total of just under $14M was awarded for federal fiscal year 2019 in this program.

If you have questions about the scoring process for this round of funding, we invite you to contact the State program manager within the State where your project is to be carried out. (contact information below). If you have questions regarding the grant program and how to apply in the future contact NBRC program staff or Rich Grogan, NBRC Executive Director at 603-369-3001 (admin@nbrc.gov).

I wish you much success in your work going forward,

Harold B. Parker
Federal Co-Chairman
Northern Border Regional Commission
53 Pleasant Street
Suite 1201
Concord, NH 03301

State of Maine: Andrea Smith - andrea.smith@maine.gov; (207) 624-9813

State of New Hampshire: Mollie Kaylor - Mollie.Kaylor@livefree.nh.gov; (603) 271-2591

State of New York: Kyle Wilber - kyle.wilber@dos.ny.gov; (518) 473-3694

State of Vermont: Tim Tierney - tim.tierney@vermont.gov; 802-505-5496

Business of the Village Board
Village of Saranac Lake

SUBJECT: LWRP Determination Date 8-12-2019

DEPT OF ORIGIN: Trustee Shapiro Bill #99 2019

DATE SUBMITTED: 8-8-2019 EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____
Village Attorney Village Administration

EXPENDITURE REQUIRED $	AMOUNT BUDGETED $	APPROPRIATION

Resolution to find the proposed Village Code amendment consistent and in accordance with the goals and objectives of LWRP policies and standards.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE LITTLE _____

TRUSTEE VAN COTT _____

TRUSTEE MURPHY _____

RESOLUTION
OF THE
VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES

SUBJECT: RESOLUTION CONSIDERING LOCAL WATERFRONT REVITALIZATION PLAN

WHEREAS, the Village Board of Trustees adopted the Village of Saranac Lake Code; and

WHEREAS, the Board has received complaints for noise caused by roosters and other fowl; and

WHEREAS, the Code does not define nuisance or expressly provide for regulation of roosters or other fowl; and

WHEREAS, in consideration of the circumstances as described above the Board needs to amend Village Code chapter 68 "Animals"; and

WHEREAS, the Saranac Lake Village Board of Trustees held a public hearing on July 22, 2019, to consider a local law amending Chapter 68 "Animals" of the Village Code in order to add a definition for Nuisance and add restrictions and regulations for roosters and other fowl, as more fully set forth in the text of the Local Law; and

WHEREAS, the Board must evaluate all proposed amendments in relation to the goals and objectives of the LWRP; and

WHEREAS, the required evaluation will be conducted by the Board; and

NOW, THEREFORE, BE IT RESOLVED, the Board makes the following findings and determinations with respect to the proposed project:

(1) That the proposed Village Code amendment has been determined to be consistent and in accordance with the goals and objectives of LWRP policies and standards

(2) This resolution shall take effect immediately.

Business of the Village Board
Village of Saranac Lake

SUBJECT: SEQR Negative Declaration Date 8-12-2019

DEPT OF ORIGIN: Trustee Shapiro Bill # 10-2019

DATE SUBMITTED: 8-8-2019 EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____
Village Attorney Village Administration

EXPENDITURE REQUIRED $	AMOUNT BUDGETED $	APPROPRIATION

Resolution to issue a Negative Declaration for the purpose of SEQR regarding a proposed Village Code Amendment

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE LITTLE _____

TRUSTEE VAN COTT _____

TRUSTEE MURPHY _____

RESOLUTION
OF THE
VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES

SUBJECT: RESOLUTION RECOGNIZING UNLISTED SEQR ACTION

WHEREAS, the Village Board of Trustees adopted the Village of Saranac Lake Code; and

WHEREAS, the Board has received complaints for noise caused by roosters and other fowl; and

WHEREAS, the Code does not define nuisance or expressly provide for regulation of roosters or other fowl; and

WHEREAS, in consideration of the circumstances as described above the Board needs to amend Village Code chapter 68 "Animals"; and

WHEREAS, the Saranac Lake Village Board of Trustees held a public hearing on July 22, 2019, to consider a local law amending Chapter 68 "Animals" of the Village Code in order to add a definition for Nuisance and add restrictions and regulations for roosters and other fowl, as more fully set forth in the text of the Local Law; and

WHEREAS, the Board must evaluate all proposed actions submitted to it for its consideration that may affect the environment in light of the State Environmental Quality Review Act ("SEQR") and the regulations promulgated thereunder, and

WHEREAS, the required environmental assessment will be conducted by the Board; and

WHEREAS, the Board desires to serve and act as the lead agency for the purposes of SEQR; and

WHEREAS, this project is an Unlisted action for the purposes of SEQRA as it adopts an amendment to the Development Code; and;

NOW, THEREFORE, BE IT RESOLVED, the Board makes the following findings and determinations with respect to the proposed project:

(1) That the proposed Development Code amendment has been determined not to have a significant impact on the environment and a negative declaration is issued.

(2) This resolution shall take effect immediately.

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information		
Village of Saranac Lake Board of Trustees		
Name of Action or Project:		
Amendment of Village Code Chapter 68 "Animals"		
Project Location (describe, and attach a location map):		
Village of Saranac Lake		
Brief Description of Proposed Action:		
Amendment of Village Code Chapter 68 "Animals"		
Name of Applicant or Sponsor:	Telephone: 518-891-4150	
Village of Saranac Lake	E-Mail: ceo2@saranaclakeny.gov	
Address:		
39 Main Street		
City/PO:	State:	Zip Code:
Saranac Lake	NY	12983

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☐	☑
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☐	☐

3. a. Total acreage of the site of the proposed action? _____ acres
   b. Total acreage to be physically disturbed? _____ acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☐	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water:	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment:	☐	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100-year flood plan?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☐	☐
If Yes, explain the purpose and size of the impoundment:		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☐	☐
If Yes, describe:		
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☐	☐
If Yes, describe:		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Village of Saranac Lake Date: 7/22/2019

Signature: _____ Title: Mayor of Saranac Lake

PRINT FORM

Agency Use Only [If applicable]

Project:	Village Code Chapter 68 amendment
Date:	7/22/2019

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project: Village code amendme

Date: 7/22/2019

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Village of Saranac Lake Board of Trustees	7/22/2019
Name of Lead Agency	Date
Mayor Clyde Rabideau	Mayor of Saranac Lake
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Paul Baine, Development Code Administrator
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Business of the Village Board
Village of Saranac Lake

SUBJECT: LOCAL LAW AMENDMENT Date: 8-12-19

DEPT OF ORIGIN: Trustee Shapiro Bill: 103-2019

DATE SUBMITTED:

EXHIBITS: Exhibit A

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED:	AMOUNT BUDGETED	APPROPRIATION REQUIRED:

Resolution to amend Chapter 68 "Animals" of the Village of Saranac Lake Code

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL :

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VAN COTT _____

Date: 8/12/2019

RESOLUTION
OF THE
VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES

SUBJECT: RESOLUTION AMENDING THE VILLAGE OF SARANAC LAKE CODE CHAPTER 68

WHEREAS, the Village Board of Trustees adopted the Village of Saranac Lake Code; and

WHEREAS, the Board has received complaints for noise caused by roosters and other fowl; and

WHEREAS, the Code does not define nuisance or expressly provide for regulation of roosters or other fowl; and

WHEREAS, in consideration of the circumstances as described above the Board needs to amend Village Code chapter 68 "Animals"; and

WHEREAS, the Saranac Lake Village Board of Trustees held a public hearing on July 22, 2019, to consider a local law amending Chapter 68 "Animals" of the Village Code in order to add a definition for Nuisance and add restrictions and regulations for roosters and other fowl, as more fully set forth in the text of the Local Law; and

WHEREAS, the Board has reviewed the proposed amendment for purposes of the State Environmental Quality Review Act (SEQRA) and determined that a negative declaration should be issued with respect to the proposed action; and

WHEREAS, the Board has reviewed the proposed amendment in regard to the Local Waterfront Revitalization Program and found it consistent and in accordance with the goals and objectives of the LWRP policies and standards; and

NOW, THEREFORE, BE IT RESOLVED, the Board makes the following findings and determinations with respect to the proposed project:

(1) The Village of Saranac Lake Board of Trustees amends the Village Code with changes as set forth in Exhibit 'A'.
(2) The amendment will become effective upon filing with the Secretary of State.

Chapter 68

ANIMALS

ARTICLE I
Dogs and Other Animals

§ 68-1. Definitions.
§ 68-2. Restrictions and regulations.
§ 68-3. Seizure of animals at large; impoundment, redemption and adoption.
§ 68-4. Impoundment and redemption fees.
§ 68-5. Penalties for offenses.

ARTICLE II
Waterfowl

§ 68-6. Definitions.
§ 68-7. Prohibited conduct.
§ 68-8. Exceptions.
§ 68-9. Penalties for offenses.
§ 68-10. Enforcement.

[HISTORY: Adopted by the Board of Trustees of the Village of Saranac Lake as indicated in article histories. Amendments noted where applicable.]

ARTICLE I
Dogs and Other Animals
[Adopted 4-28-2008 by L.L. No. 1-2008]

§ 68-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ANIMAL — Any living creature, except human beings.

COMPANION ANIMAL — Any dog or cat, and shall also mean any other domesticated animal normally maintained in or near the household of the owner or person who cares for such other domesticated animal.

DISPOSE IN A SANITARY MANNER — A person will be considered to have disposed of dog feces in a sanitary manner if such person places such material in a secure and leakproof bag or wrapper made of paper, plastic or some other similar material which is then placed in a garbage or refuse container for deposit in a duly permitted and authorized solid waste disposal facility; or otherwise disposes of such material on his/her own property.

DOG — Any member of the species Canis familiaris.

DOMESTIC ANIMAL — Any domesticated sheep, horse, cattle or fallow deer, red deer, sika deer or whitetail deer, which is raised under license from the Department of Environmental Conservation, llama, goat, swine, fowl, duck, goose, swan, turkey, confined domestic hare or rabbit, pheasant or other bird, which is raised in confinement under license from the Department of Environmental Conservation before release from captivity, except that the varieties of fowl commonly used for cock fights shall not be considered domestic animals for the purposes of this chapter.

HABITUAL BARKING — A dog that barks, whines, howls, growls, etc., for repeated intervals of at least four minutes, with less than 15 minutes of interruption between the intervals, which can be heard by any person, including a law enforcement officer or Dog Control Officer, from a location outside of the dog-owner's or dog-caretaker's premises.

HARBOR — To provide food and/or shelter to any dog or other animal.

IDENTIFIED DOG — A dog carrying a New York State license identification tag.

IDENTIFIED ANIMAL — Any companion animal or domestic animal, excluding dogs, carrying a tag bearing the name and contact information of the owner of such animal.

LEASHED — Restrained by a leash that does not exceed eight feet in length or, if retractable, which can be retracted to eight feet in length, attached to a collar or harness of sufficient strength to restrain the animal and which shall be held by a person having the ability to control the animal.

NUISANCE - The keeping or harboring of any animal which by habitual howling, yelping, barking, crowing or other noise disturbs the peace and quiet of nearby property or which would cause annoyance or discomfort to a reasonable person of normal sensitivity in the area.

OWNER — Any person who keeps, harbors, or has custody, care or control of an animal. Animals owned by minors shall be deemed to be in the custody and control of the parent or guardian of such person, or the head of the household wherein such minor resides.

PROPERTY OF ANOTHER — All property within the corporation limits of the Village of Saranac Lake which is not public property, including but not limited to all residential and commercial property, private streets, private rights-of-way, private sidewalks, the grassy areas located adjacent to private streets, rights-of-way and sidewalks, and any common areas of multiple-residence buildings, including condominiums or cooperatives.

PUBLIC PROPERTY — Any property owned, occupied or controlled by the Village of Saranac Lake, the State of New York, or any other municipal corporation or a school district, including but not limited to parks, streets, sidewalks and grassy areas adjacent to public streets and sidewalks.

RUN AT LARGE — An unleashed animal off of the premises of the owner and on any public or private lands without the knowledge, consent and approval of the owner of such lands.

§ 68-2. Restrictions and regulations.

It shall be unlawful for any owner to permit or allow:

A. A dog to run at large. In addition, no person shall remove the leash, harness or collar of any dog, or cause such leash, harness or collar to be removed, or entice any dog out of any enclosure, house or grounds of the owner or harborer, or release such dog to run at large.

B. A dog to engage in habitual loud howling, barking or whining or to cry in an unreasonable manner, or to conduct itself in such a manner as to habitually annoy any person other than the owner of the dog.

C. A dog, companion animal or domestic animal to cause damage or destruction to public property or property or another, or to defecate, urinate, dig or otherwise commit a nuisance upon any property other than that of the owner. Any person who owns or has custody of a dog which has deposited its feces upon any public or upon the property of another shall immediately remove such feces or cause the same to be removed and shall dispose of it in a sanitary manner. The provisions of this subsection shall not apply to:

a. The deposit by a dog of its feces on its owner's or custodian's own property, or upon the property of another with the express permission of the owner of such property;

b. Any dog owned by the Village of Saranac Lake Police Department or the New York State Police and used for law enforcement purposes; and/or

c. Any dog which serves as a guide dog while such dog is accompanying a blind person.

D. A dog, companion animal or domestic animal to bite, chase, jump upon or otherwise harass any person in such a manner as to cause intimidation or put such person in reasonable apprehension of bodily harm or injury.

E. A dog to chase, leap upon, or otherwise harass persons on or in bicycles or motor vehicles.

F. A dog, companion animal or domestic animal to kill or injure any dog, companion animal or domestic animal.

G. A dog to be unlicensed when four months of age or older.

H. A dog to fail to have its current and valid New York State license identification tag on its collar or harness.

I. A rooster or other fowl to engage in crowing or other noise that may be considered a nuisance.

§ 68-3. Seizure of animals at large; impoundment, redemption and adoption.

J. Any dog control officer, peace officer, code enforcement officer or police officer in the employ of or under contract to the Village of Saranac Lake, or any other law enforcement officer, is authorized to issue an appearance ticket, uniform appearance ticket, or a uniform appearance ticket and simplified information for the violation of any provision of this Chapter. Any such officer is authorized to seize:

(1) Any dog running at large or in violation of any of the provisions of this chapter or in violation of any state law or regulation, pursuant to § 118 of the Agriculture and Markets Law.

(2) Any unidentified companion animal or domestic animal found running at large or in violation of any of the provisions of this chapter or in violation of any state law or regulation.

(3) Any dog, companion animal or domestic animal which is not in the control of its owner or custodian or which poses an immediate threat to public safety.

B. Every animal seized shall be properly cared for, sheltered, fed and watered for the redemption periods set forth in § 118 of Agriculture and Markets Law. Promptly upon the seizure of an identified dog, the owner shall be notified in accordance with § 118 of Agriculture and Markets Law.

C. Seized dogs may be redeemed by producing proof of current licensing and rabies vaccination and by paying the impoundment, kenneling and other fees set forth in § 15-4A of this chapter. Seized cats and ferrets may be redeemed by producing proof of current rabies vaccination and by paying kenneling fees set forth in § 15-4B this chapter. Seized companion animals, excluding cats and ferrets, and domestic animals may be redeemed by paying kenneling fees set forth in § 15-4C of this chapter.

D. If the owner of any unredeemed dog, companion animal or domestic animal is known, such owner shall be responsible for and required to pay the impoundment and/or kenneling fees set forth in § 15-4 of this chapter whether or not such owner chooses to redeem the animal.

E. Any animal unredeemed at the end of the appropriate redemption period may be made available for adoption or may be euthanized at the cost of such owner, pursuant to § 118 of Agriculture and Markets Law.

§ 68-4. Impoundment and redemption fees.

A. For any impounded dog, excluding dogs seized pursuant to a dangerous dog complaint, the owner shall pay the following fees:

Offense	Impoundment Fee	Kenneling Fee
First impoundment of any dog owned by that person	$10	Plus a kenneling fee of $10/day
Second impoundment of any dog owned by that person within one year of the first impoundment	$20	Plus a kenneling fee of $10/day
Third and subsequent impoundments within one year of the first impoundment of any dog owned by that person	$30	Plus a kenneling fee of $10/day

B. For any impounded cat or ferret, the owner shall pay a kenneling fee of $5 per day.

C. For any impounded companion animal, excluding cats and ferrets, or domestic animal, the owner shall pay a kenneling fee appropriate to the provisions and labor required to provide care for that animal.

D. For any dog impounded pursuant to a dangerous dog complaint, the owner shall pay a fee of:

Offense	Impoundment Fee	Kenneling Fee
First impoundment of any dog owned by that person	$10	Plus a kenneling fee of $20/day
Second impoundment of any dog owned by that person within one year of the first impoundment	$20	Plus a kenneling fee of $20/day
Third and subsequent impoundments within one year of the first impoundment of any dog owned by that person	$30	Plus a kenneling fee of $20/day

E. All fees due and owing pursuant to this Chapter shall be paid prior to the release of an animal to its owner. If any fees are not paid, the Humane Society or other such agency contracted by the Village, may refuse to release the animal and may dispose of the animal in accordance with and as permitted by the Agricultural and Markets Law of New York State. In the event that a court rules that an animal has to be destroyed or should an owner refuse to redeem or accept the return of a seized or captured animal and it is determined that the animal must be destroyed, all of the costs of destroying the animal that are incurred by the Village, Humane Society or other such contracting agency are the responsibility of and may be recovered from the animal's owner.

§ 68-5. Penalties for offenses.

Unless otherwise specifically provided in the Agriculture and Markets Law, any person convicted of a violation of this chapter shall be liable to a fine not exceeding $50 for a first violation, not exceeding $100 for a second violation and not exceeding $250 for each subsequent violation.

ARTICLE II
Waterfowl
[Adopted 5-12-2008 by L.L. No. 2-2008]

§ 68-6. Definitions.

As used in this article, the following terms shall have the meanings indicated:

FEED — To directly or indirectly deposit, distribute, expose, give, place or scatter in any location accessible to waterfowl any type of food, other sustenance or edible material that is intended or liable to be eaten by waterfowl.

WATERFOWL — Includes those species of birds commonly known as "geese" and "ducks," and all other birds classified within the biological family Anatidae, whether migratory, nonmigratory or resident.

§ 68-7. Prohibited conduct.

No person shall feed, cause to be fed or provide food to waterfowl within the Village of Saranac Lake. No person shall allow, cause or foster any condition to exist or continue, with the intention of or which results in causing a congregation or congestion of waterfowl within the Village of Saranac Lake.

§ 68-8. Exceptions.

A. This article is not intended to apply to waterfowl confined in duly authorized and licensed zoos, animal parks, rehabilitation centers or environmental education centers; provided, however, that such waterfowl are at all times securely confined in appropriate cages, pens or enclosures.

B. This article is not intended to apply to waterfowl raised or kept incident to and in the course of legitimate agricultural operations; provided, however, that such waterfowl are at all times securely confined in appropriate cages, pens or enclosures.

§ 68-9. Penalties for offenses.

Any person who violates any provision of this article shall be guilty of a violation and, upon conviction, shall be fined not less than $50 nor more than $250 for each offense. Each day any such violation continues shall constitute a separate offense. The imposition of any fines under this article shall not prevent the enforced abatement of any unlawful condition by the Village.

§ 68-10. Enforcement.

This article shall be enforced by the Police Department of the Village of Saranac Lake. The Village's Animal Control Officer(s) and Code Enforcement Officer(s) shall also have enforcement authority. Notwithstanding the other penalties and remedies herein provided, the Village Board may maintain an action or proceeding in the name of the Village in a court of competent jurisdiction to compel compliance with this article, or to restrain by injunction the violation of any provision of this article. The foregoing provisions for the enforcement of this article arc not exclusive, but are in addition to any and all other laws applicable thereto.

VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
RESOLUTION APPROVING THE ANNUAL NOTIFICATION LETTER OF UNPAID TAXES AND A $2 LEVY ONTO UNPAID TAX BILLS

SUBJECT: ANNUAL NOTICE & $2 LEVY FOR AGENDA OF 8/12/19

DEPT OF ORIGIN: FINANCE BILL # 99-2019

DATE SUBMITTED: 8/7/19 EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____
Village Attorney Village Administration

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

SUMMARY STATEMENT

We are required to send out notification letters to Village residents who have unpaid taxes. The Village is allowed to levy $2 onto unpaid tax bills to cover the cost and this has been the customary practice.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
RESOLUTION APPROVING THE ANNUAL NOTIFICATION LETTER OF UNPAID TAXES AND A $2 LEVY ONTO UNPAID TAX BILLS

WHEREAS, the Village of Saranac Lake is required to mail letters to residents who have unpaid tax bills after the regular collection period ends; and

WHEREAS, the unpaid tax letters will be mailed in September to notify residents of their unpaid tax bills; and

WHEREAS, the Village of Saranac Lake is permitted to levy a $2 charge to those unpaid Village tax bills in order to cover the cost of the processing and mailing of the unpaid tax letters,

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Village Board of Trustees hereby authorizes a $2 charge be added to unpaid tax bills to cover the cost of mailing the notification letter.

Business of the Village Board
Village of Saranac Lake

APPROVAL FOR THE VILLAGE MANAGER TO SIGN
AGREEMENT FOR BOND COUNSEL SERVICES RELATED TO THE
WASTEWATER TREATMENT PLANT IMPROVEMENTS (CWSRF) PROJECT C5-5516-09-00
WITH HARRIS BEACH PLLC

SUBJECT: BOND COUNSEL- CWSRF

FOR AGENDA: August 12, 2019

DEPT OF ORIGIN: Finance

BILL # 103 -2019

DATE SUBMITTED: July 29, 2019

EXHIBITS: Engagement Letter

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:
$16,888	$26,377	$0.00

SUMMARY STATEMENT
RECOMMENDED ACTION

This is part of the budgeted plan within the Wastewater Treatment Plant Improvements (CWSRF) Capital Project to utilize Bond Counsel (Legal Services) to meet funding requirements and issuance of debt instruments relating to the project. Harris Beach is our current Bond Counsel on all other matters regarding short and long term financing and is best suited to meet our needs on the CWSRF Project. This proposal specifically covers the CWSRF Project to ensure that the Village receives the necessary funding and reimbursement from NYS.

MOVED BY:_____ SECONDED BY:_____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

RESOLUTION AUTHORIZING THE
VILLAGE OF SARANAC LAKE TO RETAIN
HARRIS BEACH, PLLC
FOR BOND COUNSEL (LEGAL) SERVICE FOR THE
WASTEWATER TREATMENT PLANT IMPROVEMENTS
CWSRF PROJECT C5-5516-09-00

WHEREAS, The Village of Saranac Lake currently uses Harris Beach, PLLC as its Bond Counsel to advise and assist the Village with its legal needs related to fiscal planning and the issuance of debt; and

WHEREAS, The Village of Saranac Lake requires the use of Bond Counsel related to the issuance of BANs, NYS Environmental Facilities Corporation (NYS EFC) short-term financing and NYS EFC long-term financing for the CWSRF Project; and

WHEREAS, it is a requirement of NYS EFC to have separately approved agreements for each funded project; and

WHEREAS, Harris Beach, PLLC has submitted a proposal to provide these services for the CWSRF Project at a maximum limit of $16,888; and

WHEREAS, the cost of these services will be budgeted as part of the CWSRF Capital Project;

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees retains the firm of Harris Beach, PLLC for their services related to the CWSRF Project C5-5516-09-00 for a cost not to exceed $16,888 and,

BE IT FURTHER RESOLVED, the Village Manger is hereby authorized to sign the agreement with Harris Beach, PLLC.

HARRIS BEACH PLLC
ATTORNEYS AT LAW

99 GARNSEY ROAD
PITTSFORD, NY 14534
(585) 419-8800

CHARLES I. SCHACHTER

DIRECT: (585) 419-8633
FAX: (585) 419-8816
CSCHACHTER@HARRISBEACH.COM

July 26, 2019

VIA ELECTRONIC MAIL AND FIRST CLASS MAIL

Board of Trustees of the Village of Saranac Lake
Village Hall, 39 Main Street, Suite 9
Saranac Lake, New York 12983
Attn: Elizabeth Benson, Village Treasurer

RE: Proposal to Bond Counsel Services to the Village of Saranac Lake in connection with the financing of Wastewater Treatment Plant Improvements CWSRF Project No.: C5-5516-09-01

Dear Members of the Board of Trustees:

Harris Beach is pleased to submit this proposal to provide general obligation bond counsel services to the Village of Saranac Lake, Franklin and Essex Counties, New York (the "Village") in connection with certain improvements to the Village's wastewater treatment plant required for the installation of an effluent disinfection system, as required by the proposed modifications to the Village's State Pollution Discharge Elimination (SPDES) discharge permit (collectively, the "Project" or the "Matter").

It is our understanding that the maximum estimated cost of the Project, as set forth in the bond resolution therefor, is $8,100,000, that the Village is expecting to receive financial assistance from the New York State Environmental Facilities Corporation ("EFC") in the form of a $4,365,959 0% short-term loan, which thereafter will permanently be refinanced by a long-term SRF Loan from EFC, the Village is also to receive a $1,206,226 Water Infrastructure Improvement Act ("WIIA") Grant from EFC for the Project. It is also our understanding that the Village has not yet undertaken any part of this project and that therefore, to date, no prior financings (bond anticipation notes) relating to this project have yet occurred.

This letter sets forth the terms of engagement under which Harris Beach PLLC agrees to serve as bond counsel to the Village, including a summary of the scope of services we will provide as Bond Counsel, the fee schedules for these services and terms of payment

For purposes of submitting this proposal, we have assumed that the plan of finance for the Project shall include a short-term SRF loan from EFC in an amount up to $4,365,939, which loan would provide original financing for the Project; and thereafter permanent financing in the form of a long-term SRF loan for the full amount of the short-term SRF loan.

Experience

Harris Beach PLLC is a nationally recognized bond "red book" listed bond counsel firm. We serve as bond counsel to municipalities, schools, villages, fire districts and state and local agencies throughout New York State. Our Public Finance Department has experience with all

types of general obligation bond financings and has worked with most of the underwriters and fiscal advisors who do business with New York State municipalities and school districts.

Services

As Bond Counsel to the Village, we would act as a recognized independent counsel with respect to the authorization of the obligations being issued, and undertake all legal services associated with that responsibility. In particular, we would draft the bond resolution to be adopted by the Board of Trustees of the Village with respect to the Project to authorize the bonds to be issued, and all associated legal notices and certificates. In connection with our preparation of such documents, we would review the proceedings undertaken by the Village under the State Environmental Quality Review Act ("SEQRA") with respect to the Project. We also would work closely with the Village in structuring the financing, provide counsel regarding municipal finance questions raised in connection with the Project and advise as to alternatives available under any particular scenario. Set forth below is a description of the scope of services we would provide.

Resolutions and Associated Proceedings. As Bond Counsel to the Village, we will act as a recognized independent counsel with respect to the authorization of the obligations being issued, and undertake all legal services associated with that responsibility. In particular, we will prepare all resolutions to be adopted by the Board of the Village to authorize the bonds and/or notes to be issued, and all associated legal notices and certificates. We would also review associated proceedings undertaken by the Village in connection with the Project. We will work closely with the Village in structuring the financing, provide counsel regarding municipal finance questions raised in connection with the financed projects and advise the Village as to alternatives available under any particular scenario.

Short-Term SRF Loan through EFC. In connection with any short-term Clean Water State Revolving Fund (the "SRF Loan") obtained by the Village through the New York State Environmental Facilities Corporation ("EFC"), in addition to the services described above with respect to the issuance of bond anticipation notes, we would review all loan documents prepared by EFC, participate in telephone conferences with EFC personnel, prepare any other necessary closing documents, and render our approving bond counsel opinion with respect to validity and enforceability of the bond anticipation notes issued to EFC.

Permanent SRF Loan through EFC. In connection with any permanent SRF Loan through EFC in the form of serial bonds or statutory installment bonds issued by the Village, we would, in addition to the services described above with respect to the issuance of Bonds, to the extent applicable, review and comment on the EFC loan documents, prepare any additional closing documents necessary, participate in telephone conferences with EFC personnel, coordinate the delivery of all executed documents to EFC and render our approving bond counsel opinion.

Tax Diligence and Advice. In connection with the contemplated bond financing, we will conduct a tax analysis to confirm that the bond anticipation notes or bonds, as applicable, are

eligible to be issued on a tax-exempt basis. Such tax review will also take into account the expected use of the project being finance, as well as the other sources of funds available to pay a portion of the project costs.

Following the issuance of bonds for the Project, and so long as such indebtedness remains outstanding, we would counsel the Village, as needed, with respect to its ongoing obligations to comply with the Federal tax law requirements applicable to tax-exempt obligations.

Should you request our assistance with respect to another matter, the scope of that engagement, the services we will provide, and any other relevant information will be the subject of a separate written acknowledgment (which may be communicated by email) by the Firm and the Village that relates specifically to such other matter, but which may incorporate the other terms of this letter of engagement by reference.

Except as we may otherwise both agree in writing, you agree that we may disclose the fact of our representation of you, including in materials that the Firm uses to describe its practices and expertise.

Firm Personnel; Principal Contact

Charles Schachter will be responsible for the supervision of the Matter, but the Village is engaging the Firm as a whole and not any individual attorney. He can be reached at (585) 419-8633; cschachter@harrisbeach.com. As necessary or appropriate, the Firm will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to the Matter.

Fees and Charges

Set forth below is the proposed schedule for fees we would charge the Village on bond and note issues.

Drafting of Bond Resolution and Associated Notices. For drafting the Bond Resolution for the Project that was adopted on August 13, 2018 (including our associated review of the SEQRA proceedings undertaken by the Village with respect to the Project and the related telephone conversations with Village officials and EFC officials), our fee will be $1,200. In the event that the Village subsequently needs to adopt one or more amendments to the Bond Resolution, we would charge a fee for drafting each such amendment in such amount as is agreed upon with the Village at that time.

Short-Term SRF Loan through EFC. For a short-term SRF Loan in the form of a bond anticipation note issued to EFC, we would charge a fee of $3,800 plus $0.40 per thousand dollars borrowed, plus out-of-pocket disbursements. Under this fee schedule, our fee for an $4,365,939 short-term SRF Loan would be $5,546, plus out-of-pocket disbursements.

Long-Term SRF Loan through EFC. For a long-term SRF Loan through EFC, we would charge a fee of $6,000 plus $0.80 per thousand dollars of bonds issued, plus out-of-pocket disbursements. Under this fee schedule, our fee for a $4,365,939 long-term SRF Loan would be $9,492, plus out-of-pocket disbursements.

Non-Transactional Services. For all other services provided other than in connection with the issuance of drafting of Bond Resolutions, the EFC Short-Term or Long-Term Loans for the Project or any other bond or note issue for the Project, we would charge the Village on an hourly basis for the amount of time devoted to the matter, at the following hourly rates: $275 to $375 for partners, $175 to $250 for associates and $90 to $125 for paralegals. Mr. Schachter's hourly rate will be $375. Before undertaking any non-transactional services for the Village, we will advise the Village that such work will be billed on an hourly basis.

Disbursements. Disbursements for direct out-of-pocket costs, such as photocopying and facsimile charges, postage and courier charges, and travel costs, if any, would be billed to the Village in addition to the fees for services rendered. We expect the disbursements for each note financing would not exceed $150 and we agree not to charge the Village for disbursements in excess of this amount. For bond financings, we estimate the disbursements will be in the range of $100 to $250 per bond issue and we agree not to charge the Village for disbursements in excess of $250 per transaction.

In the event a dispute arises between the Village and the Firm regarding fees, the Village may have the right to arbitrate that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to the Village upon request.

Should the Village ever issue a litigation hold to the Firm for a matter unrelated to the Firm (*e.g.*, due to a subpoena or litigation/threatened litigation in which the Firm is not a party or potential party), the Village shall reimburse the Firm for its reasonable costs expended in complying with such litigation hold.

The above fee quotes are based upon our understanding of the scope of services customarily provided on financing transactions. In the event that there is a change in circumstances which warrants significantly greater Bond Counsel services than which are normally required in connection with the types of transactions outlined above, we would contact you to arrange for an appropriate adjustment in our Bond Counsel fee, in an amount to be agreed upon with the Village at that time.

Billing and Collection Information

For services performed in connection with the issuance of bonds or notes, or other financings, our fees are normally billed after the closing of each transaction. We customarily do not submit an invoice for services until that time, unless there is a substantial delay in completing the financing or the financing is not completed. Our fee for the preparation of the Bond Resolution and associated notices at the Village's option will be billed upon the closing of the

first bond anticipation note or short-term loan issue for the Project, unless the Village determines not to proceed with financing the Project, in which case our fee would be due and payable at time of such determination. For services not associated with a specific financing transaction, we would bill the Village upon completion of such specific services, or for ongoing matters, on a monthly or other periodic basis, as agreed to with the Village.

Client Cooperation

By engaging us to serve as Bond Counsel, the Village agrees to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. The Village also agrees to pay in a timely manner our statements for services and expenses as provided above.

Conclusion of Representation; Disposition of Client Documents

Unless previously terminated, our representation with respect to the Matter will terminate upon the Firm sending to the Village a final statement for services rendered in connection with the Matter. Following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, the Firm will return the Village's papers and property promptly after receipt of payment for any outstanding fees and costs. If you do not make such a request within ninety (90) days following such termination, you agree and understand that any materials left with the Firm after the engagement ends may be retained or destroyed at our discretion. You should understand that "materials" include paper files, as well as information in other storage media, including voicemail, email, printer files, copier files, video files, and other formats. The Firm reserves the right to make, at our expense, copies of all documents generated or received by us in the course of our representation. The Firm's files pertaining to the Matter will be retained by the Firm. These Firm files include, for example, Firm administrative records; internal lawyers' work product, such as drafts, notes, and internal memoranda; and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will retain all remaining documents for a certain period of time, but reserve the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the termination of the engagement.

Termination of Engagement

Either the Village or Harris Beach may terminate our engagement as Bond Counsel (the "Engagement") at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, would relieve the Village of the obligation to pay the legal fees owed to Harris Beach for services performed and other charges owed to us through the date of termination. After the completion of our services on the Village's behalf, changes may occur in applicable laws or regulations that could have an impact upon the Village's future rights and liabilities. Unless the Village engages Harris Beach after completion of the Engagement to provide additional advice on issues arising from the Engagement or related

matters, Harris Beach would have no continuing obligation to advise the Village with respect to future legal developments.

Communication with the Village

Unless the Village directs otherwise, the Firm will use unencrypted e-mail as the primary means of communication with the Village, and the Village shall inform the Firm of which e-mail address(es) the Firm should use for such communication. The Firm may also use cellular telephones (including smart phones) and facsimile machines to communicate with the Village. Texting is not a preferred method of communication, but may be used on a limited basis to communicate non-sensitive information to the Village. The Firm will take reasonable steps to protect the confidentiality of Firm-Client communications, but, unless applicable law provides otherwise, the Firm will not be responsible for disclosures of the Village's confidential information occurring from the use of such communication technologies. The Village agrees to notify the Firm if Client has any requests or requirements regarding the Firm's methods of communication with Client that differ from the foregoing.

Possible Conflicts

Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only the Village that the Firm represents, and not any of its Affiliates. The Village agrees not to give the Firm any confidential information regarding any Affiliate unless: (a) that Affiliate has separately engaged the Firm to perform services on that Affiliate's behalf; or (b) such information is essential to the engagement set forth herein. While the Firm recognizes that to act adversely to any Affiliate could jeopardize a long-term relationship with the Village, which the Firm does not wish to do, for conflict of interest purposes the Firm reserves the right to represent another client with interests adverse to any Affiliate that is not itself a Firm client without obtaining any consent from the Village or the Village's Affiliates.

The Firm maintains a Risk Management Committee that acts as in-house counsel to its attorneys and will, on occasion, retain outside counsel when an attorney handling a client matter may have a concern on a matter of professional responsibility. To the extent the Firm is addressing its duties, obligations, or responsibilities to the Village in those consultations, it is possible that a conflict of interest might be deemed to exist as between Firm lawyers or the Firm and the Village. The Village agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege and that the Village will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect the Firm's obligation to keep Client informed of material developments in the Firm's representation of the Village, including any conclusions arising out of such consultations to the extent that they affect the Village's interests.

Please contact me directly with any questions regarding this engagement letter. Otherwise, if this proposal is acceptable, please so indicate by returning a countersigned copy of

this engagement. Consistent with its policy, the Firm reserves the right to delay commencement of work on this Matter until the Village has signed and returned this engagement letter to.

We appreciate the opportunity to present this proposal to serve as Bond Counsel to the Village. If you find the terms of this proposal acceptable, please have the enclosed copy of this letter signed on the signature line provided below and return it to my attention. Please call me with any questions regarding the foregoing.

Very truly yours,

Charles I. Schachter

CIS:an
Enclosure

Agreed to and accepted this
_____ day of July, 2019

VILLAGE OF SARANAC LAKE

By: _____
Name: _____
Title: _____

Business of the Village Board
Village of Saranac Lake

SUBJECT: Promote Jay Bradish Date 8-12-2019

DEPT OF ORIGIN: Village Manger Bill # 104- 2019

DATE SUBMITTED: 8-8-2019 EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____

Village Attorney Village Administration

EXPENDITURE REQUIRED $	AMOUNT BUDGETED $	APPROPRIATION

Promote Jay Bradish to Water/Wastewater Maintenance Worker

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE LITTLE _____

TRUSTEE VAN COTT _____

TRUSTEE MURPHY _____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO PROMOTE JAY BRADISH FROM WATER/WASTEWATER HELPER TO WATER/WASTEWATER MAINTENANCE WORKER

WHEREAS, Jay Bradish has the qualifications per the civil service job description and possess a valid New York Commercial Driver's License (CDL) at time of application.

WHEREAS, Jay Bradish's application has been reviewed and approved by Civil Service for this position.

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees authorizes the Village Manager to promote Jay Bradish to the position of Water and Wastewater Maintenance Worker.

Business of the Village Board
Village of Saranac Lake

SUBJECT: Authorize Lease with Town of Harrietstown Date 8-12-2019

DEPT OF ORIGIN: Village Manger 105- 2019

DATE SUBMITTED: 8-8-2019 ITS: _____

APPROVED AS TO FORM:

_____ _____

Village Attorney Administration

EXPENDITURE A ROPRIATION
REQUIRED $ B

put in amounts?

Authorize lease with the Town of Harrietstown for Office Space at 39 Main Street.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE LITTLE _____

TRUSTEE VAN COTT _____

TRUSTEE MURPHY _____

LEASE FOR MUNICIPAL OFFICE SPACE

THIS LEASE, made the 1 day of August, 2019, between

THE TOWN OF HARRIETSTOWN, a municipal corporation of the State of New York with offices located in the Harrietstown Town Hall at 39 Main Street, Saranac Lake, New York 12983, Landlord (hereinafter referred to as the "Town"), and

THE VILLAGE OF SARANAC LAKE, INC., a municipal corporation of the State of New York with offices located at 39 Main Street, 2nd Floor, Saranac Lake, New York, 12983, Tenant (hereinafter referred to as the "Village").

WITNESSETH:

WHEREAS, the Town is the owner of the Harrietstown Town Hall located at 39 Main Street, Saranac Lake, New York and desires to let and hereby does let to the Village, and the Village has agreed to take and hereby does take from the Town, certain rooms located on the second floor of the Town Hall; and

WHEREAS, General Municipal Law Section 72-h (a) authorizes the Town to lease its real property to the Village upon such terms and conditions as shall be approved by the Town Board, and the Town and Village desire to enter into this lease agreement pursuant to Section 72-h (a) so as to define their respective rights, duties and liabilities pertaining to the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1. DESCRIPTION OF PREMISES; PURPOSE

(a) The Town hereby leases to the Village the following rooms and areas on the second floor of the Harrietstown Town Hall, with the square footage indicated, as shown on Exhibit A annexed hereto, which exhibit was prepared by the Town in September 2016:

Room # 6:	480 square feet
Room # 7:	800 square feet
Room # 8:	480 square feet
Room # 9:	198 square feet
Room # 9 storage area	90 square feet
Room # 10:	70 square feet
Room # 11:	99 square feet
area adjacent to Room 11	68 square feet
Room # 12:	224 square feet
Room # 13:	144 square feet
Room # 14:	208 square feet
Total square feet:	2,861

(b) The Town warrants and represents that it has the legal right and authority to lease said premises under the terms and conditions herein set forth, and that this lease does not violate the terms and conditions of any other agreements to which the Town is a party.

(c) The Town leases the premises to the Village solely for the purpose of the Village operating and maintaining its municipal offices in the leased premises. The Village and its officers, representatives, agents and employees shall have the unrestricted use of the common areas of the Harrietstown Town Hall that provide access to the leased premises, including the stairways leading to the second floor and the elevator.

SECTION 2. TERM

(a) The term of this lease shall be for FIVE (5) years, commencing on January 1, 2020 and ending on December 31, 2024. During said term, unless sooner terminated as hereinafter provided, the Village shall have and hold the premises, rights and privileges described in this

lease. The Village shall have the right to immediate possession of the demised premises at the beginning of the term of this lease.

(b) The Town grants to the Village the option to renew this lease for an additional period of up to FIVE (5) years, to be exercised upon written notice to the Town at least 30 days prior to September 1, 2024. All terms and conditions of this lease shall not automatically renew, and shall be subject to renegotiation, in the event the Village exercises its option to renew.

SECTION 3. RENT

(a) Subject to the adjustment set forth in subparagraph (b) below, the rent to be paid by the Village to the Town for the first year of this lease shall be as follows: 2,861 square feet at **$15.00** per square foot equals **$42,915.00** per year, or **$3,576.00** per month. Rent shall increase 2% per square foot and will be **$15.30** the per square foot which equals **$43,773** per year or **$3,648** per month. The third year per square will increase by 2% which amounts to **$15.61** amounting to **$44,660** per year or **$3,722** per month. Rent for the fourth year will increase 2% amounting **$15.92** per square foot or **$45,547** annually or **$3,796** per month. Rent for the fifth year of his lease shall increase by 2% to **$16.24** per square foot or **$46,463.00**, or **$3,872.00** per month.

(b) The Village's monthly rent shall be reduced by **$750.00** per month for the first two (2) years of this lease and the monthly rent shall be reduced by **$400.00** for years 3, 4 and 5 as an adjustment in consideration of the Village's obligation to pay rent to the owner of the "Sears" parking lot.

(c) The following schedule shows the rent payments to be made by the Village to the Town, in advance on the 1st day of each month, during the term of this lease:

01/01/2020 to 12/31/20: **$3,576.00** per month less **$750.00** per month adjustment = **$ 2,826.00 per month.**

01/01/2021 to 12/31/21: **$3,648.00** per month less **$750.00** per month adjustment = **$ 2,898.00 per month.**

01/01/2022 to 12/31/22: **$3,722.00** per month less **$400.00** per month adjustment = **$ 3,322.00 per month.**

01/01/2023 to 12/31/23: **$3,796.00** per month less **$400.00** per month adjustment = **$ 3,396.00 per month.**

01/01/2024 to 12/31/24: **$3,872.00** per month less **$400.00** per month adjustment = **$ 3,472.00 per month.**

(d) If at any time during the term of this lease the Village ceases to pay the "Sears" parking lot rent, it shall immediately notify the Town of such event, and commencing with the following month's rent shall pay to the Town the full amount of rent due without the parking lot rent adjustment.

(e) Subject to the energy costs escalation provision set forth in subsection (g) below, such rent shall be inclusive of costs for water, sewer and heating charges. The Town shall supply heat during cold weather. The Town shall provide custodial services, to be performed during the normal office hours kept in the leased premises. The Town shall provide for the washing of windows, vacuuming of rugs and cleaning of floors, but shall not be responsible to clean desks or dust office furniture. The Town shall keep the common area bathrooms clean and presentable. The Village shall be solely responsible for the payment of the cost of its own telephone and internet service, and computer cable connections. The Village shall pay for any electrical upgrades made in the leased space.

(f) Such rent shall also include electricity charges, except that if the Village uses air conditioners during the cooling season, in addition to the monthly rent the Village shall pay to

the Town, for the cost of electrical usage, $60.00 per cooling season, per air conditioner unit. The $60.00 per unit charge shall be due and payable with the rent due for May of each year. The "cooling season" shall be defined as the months of May through September of each year. The Town shall not be responsible to supply air conditioners or air conditioning, and the Village shall install its own air conditioners, but the Town's maintenance staff shall be entitled to inspect the units afterwards to verify proper installation. At the conclusion of the cooling season the Village shall remove its own air conditioner units and store them at a location other than within the Town Hall building, as the Town is unable to provide space for their storage. All air conditioner units installed by the Village shall be Energy Star rated.

(g) Energy Costs Escalation Provision:

(1) "Building energy costs" shall mean the expenses incurred by the Town for electricity and heating fuel oil purchased or used in the operation of the Town Hall.

(2) If the building energy costs for any year of this lease shall increase greater than 4% of those incurred during the months of December, 2016 through December 2017, the Town and Village shall meet and determine reimbursement to the Town for the said increased costs, which reimbursement shall be paid by the Village to the Town as additional rent.

(3) In no event shall the fixed rent under this lease be reduced by virtue of this energy costs escalation provision.

SECTION 4. CONDITION OF PREMISES

The Village represents that it has inspected the leased premises and its common areas, and accepts the condition of the same "as is," and fully assumes all risks incident to the use thereof.

SECTION 5. REPAIRS AND MAINTENANCE

(a) After the commencement of the term of this lease the Village shall be solely responsible for the cosmetic appearance of the leased premises, for painting and for such items as curtains, drapes, and the proper appearance of carpets.

(b) The Town shall be responsible for major structural, heating and electrical repairs. Major repairs shall not be defined to include electrical renovations or repairs, installation of electrical services or providing of telephone or internet connections or service. Nothing herein contained shall be construed to require the Town to make any renovations or repairs unless in the opinion of the Town Board such renovations or repairs are necessary and required.

SECTION 6. ALTERATIONS

(a) The Village shall not make any structural alterations, additions or renovations without the prior written consent of the Town, which consent shall not be unreasonably withheld. Any structural additions made to the leased premises or fixtures installed therein by the Village shall become the property of the Town and shall remain in the leased premises after the termination of this lease. The cost of any such alterations, renovations or additions shall be solely the responsibility of the Village. The Village shall obtain the prior written consent of the Town before undertaking, at its own expense, such renovations and installation of telephone or internet lines (including high-speed, fiber-optic cable internet), or installation of electrical lines, electrical services or outlets. Unless otherwise agreed in writing, any electrical service, telephone or internet additions shall remain in the premises following the termination of this lease. None of the existing electrical fixtures, lines or outlets shall be removed or altered without the prior written consent of the Town. The Village shall not remove the rugs and carpeting which it may install in the premises, without the prior written consent of the Town.

SECTION 7. QUIET ENJOYMENT

The Town represents that it has the full power and authority to enter into this lease and to grant the rights, licenses and privileges granted herein. The Town covenants that upon performance of the agreements on the part of the Village to be performed hereunder, the Village shall peaceably have and enjoy the premises, facilities, licenses and privileges granted herein.

SECTION 8. VILLAGE'S SIGNS AND FACILITIES

No signs, posters or similar devices shall be erected, displayed or maintained by the Village without the prior consent of the Town, which consent shall not be unreasonably withheld. The Village shall be allowed to install signage on the outside of the Town Hall building, and within the building, to properly provide directions to the Village offices, but the signs shall be of such sizes, and shall be installed at such locations, as the Town may approve and consent to in advance of their installation. The Village shall keep in good repair, and in a neat, clean, safe and presentable condition, its facilities used in the conduct of the leased premises.

SECTION 9. SUBLEASING AND ASSIGNMENT

Unless the prior written consent of the Town is obtained, the Village shall not assign this lease or sublet the leased premises or any part thereof or any rights or privileges pertinent thereto, or allow any persons other than the Village's officers, representatives, agents, employees or guests to use or occupy the premises.

SECTION 10. DUTY TO RETURN PREMISES

The Village agrees at its sole expense to maintain the leased premises in good repair and to surrender them at the expiration of the term of this lease, or any renewals thereof, in a condition fit for occupancy and use for the general purpose for which the premises are fitted, and

in as good condition as existed at the commencement of this lease, normal wear and tear excepted.

SECTION 11. CANCELLATION BY EITHER PARTY

(a) The Village may terminate this lease for any reason by giving written advance notice to the Town of at least ninety (90) days of its intention to do so.

(b) The Town may terminate this lease for any reason by giving written advance notice to the Village of at least ninety (90) days of its intention to do so.

SECTION 12. NOTICES

All notices, demands or other writings in this lease to be given or made, or which may be given or sent by either party to the other, shall be deemed to have been given, made or sent when made in writing and either hand-delivered or deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To the Town: 39 Main Street, Saranac Lake, New York 12983
To the Village: 39 Main Street, 2nd Floor, Saranac Lake, New York 12983

SECTION 13. ENTRY ON PREMISES BY TOWN

The Town reserves the right to enter on the leased premises at reasonable times and upon reasonable advance notice to inspect them for required maintenance or repairs or to make additions, alterations or modifications, and the Village shall permit the Town's employees to do so.

SECTION 14. HOLD HARMLESS PROVISIONS

(a) To the fullest extent permitted by law, the Village as the tenant will indemnify and hold harmless the Town as the landlord and owner of the leased premises, and the Town's officers, representatives, agents and employees, from and against any and all claims, suits, liens,

judgments, damages, losses and expenses, including legal fees, 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 the Village, or its officers, representatives, agents and employees, except those claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of the Town. This lease permits the Town as landlord and owner of the leased premises to pursue and assert claims against the Village as tenant for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

(b) The Town shall hold harmless and indemnify the Village for any property damage or personal injury caused by the acts or omissions of a Town officer, representative, agent or employee.

SECTION 15. VILLAGE'S OBLIGATION TO OBTAIN INSURANCE

The Village as the tenant shall secure and pay for, and keep in full force and effect during the term of this lease, public liability and property damage insurance on which the Town as landlord shall be named as an additional insured. Said insurance shall protect the Town against any and all liabilities for death, injury, loss or damage. Such policy or policies shall be for not less than the following amounts:

(a) COMPREHENSIVE PUBLIC LIABILITY: $1,000,000.00 combined single limit.

(b) PROPERTY DAMAGE: $1,000,000.00 each accident.

Said insurance shall be placed with a company authorized to do business in the State of New York, and a certificate evidencing such insurance shall be delivered to the Town at the beginning of each lease period.

SECTION 16. PARTIES BOUND

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

SECTION 17. WAIVER

Failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This lease shall not be changed or terminated orally.

SECTION 18. CONSTRUCTION AND INVALID PROVISION

In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have executed this lease on the day and year first above written.

TOWN OF HARRIETSTOWN, by:

Michael P. Kilroy, Town Supervisor

VILLAGE OF SARANAC LAKE, by:

_____

Clyde Rabideau, Mayor

Acknowledgments appear on following page)

STATE OF NEW YORK)
COUNTY OF FRANKLIN) SS:

On the 1 day of August in the year 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared MICHAEL P. KILROY, Town Supervisor of the Town of Harrietstown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Elizabeth T. Bevilacqua
Notary Public, State of New York
No. 01BE6365812
Qualified in Franklin County
Commission Expires October 16, 2021

STATE OF NEW YORK)
COUNTY OF FRANKLIN) SS:

On the _____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared CLYDE RABIDEAU, Mayor of the Village of Saranac Lake, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Business of the Village Board
Village of Saranac Lake

SUBJECT: Provisional Appt Superintendent of Public Works

Date: 8-8-19

DEPT OF ORIGIN: Manager

Bill # 106 -2019

DATE SUBMITTED

EXHIBITS: _____

APPROVED AS TO FORM:

_____ Village Attorney

_____ Village Administration

EXPENDITURE REQUIRED: $ 70,000	AMOUNT BUDGETED: $	APPROPRIATION REQUIRED:

SUMMARY STATEMENT

Authorize the Village Manager to hire provisionally Dustin Martin Superintendent of Public Works

RECOMMENDED ACTION

Approval of Resolution

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO PROVISIONALLY HIRE SUPERINTENDENT OF PUBLIC WORKS

WHEREAS, The Village of Saranac Lake has received Civil Service approval to hire provisionally for the Superintendent of Public Works.

WHEREAS, The Superintendent of Public Works position is a Civil Service Position and must meet necessary requirements for Civil Service,

WHEREAS, Dustin Martin has met the requirements for the Provisional appointment for the Superintendent of Public Works position.

WHEREAS, The Salary shall be $70,000.00 initially and upon successful completion of Civil Service Test and completion of Probationary Period, the salary will be increased to $75,000.00

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees authorizes the Village Manager to provisionally appoint Dustin Martin as Superintendent of Public Works, further employment will be contingent upon successful completion of the Civil Service testing and requirements.

Business of the Village Board
Village of Saranac Lake

SUBJECT: Lake Flower Sewer

Date: 8-8-19

DEPT OF ORIGIN: Manager

Bill # 107 -2019

DATE SUBMITTED

EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____

Village Attorney

Village Administration

EXPENDITURE REQUIRED: $

AMOUNT BUDGETED: $

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

Authorize the Village Manager to initiate all necessary easements for the Saranac Lake Resort and Fogarty's Marina Sewer Lines.

RECOMMENDED ACTION

Approval of Resolution

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO INITIATE ALL REQUIRED EASEMENTS FOR SARANAC LAKE RESORT AND FOGARTY MARINA SEWER LINE.

WHEREAS, The Village of Saranac Lake EFC 05-01 funding authorizes upgrades to the sewer main laterals near the vicinity of the Saranac Lake Resort and Fogarty Marina.

WHEREAS, The Village of Saranac Lake will initiate necessary easements for the sewer main to be installed by the Saranac Lake Resort which shall provide sanitary sewer service for Fogarty Marina,

WHEREAS, Village shall take over ownership of the Sewer Line being installed by the Saranac Lake Resort,

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees authorizes the Village Manager to initiate all necessary easements and documents for the combined sewer line and upon satisfactory installation and completion the Village of Saranac Lake shall take over ownership of the sewer main.

North Woods Engineering PLLC

Joseph A. Garso, P.E.
Timothy J. Northrup, P.E.

30 July 2019

Mr. John Sweeney, Village Manager
Village of Saranac Lake
39 Main Street
Saranac Lake, NY 12983

Subject: Saranac Lake Resort, Sewer Line Under NYS Route 86

Dear Mr. Sweeney;

As you are aware, the Saranac Lake Resort project intents to connect to the Village municipal sewer system on the other side of NYS Route 86 (Lake Flower Avenue). Recently, the Village staff approach SL Resort ownership and requested that the nearby marina and ice cream shop connect to the same sewer connection. This connection will allow the wastewater to reach the Village main, and thereby allow the VSL to abandon the antiquated clay tile sewer line in Lake Flower Avenue.

It is our understanding that as part of this arrangement, the Village of Saranac Lake will assume ownership of the sewer line from the SL Resort property to the VSL manhole following approved construction and the completion of easements and other documentation.

If it is acceptable that the Village of Saranac Lake take ownership of the above mentioned sewer line, please sign below. Thank you for your consideration.

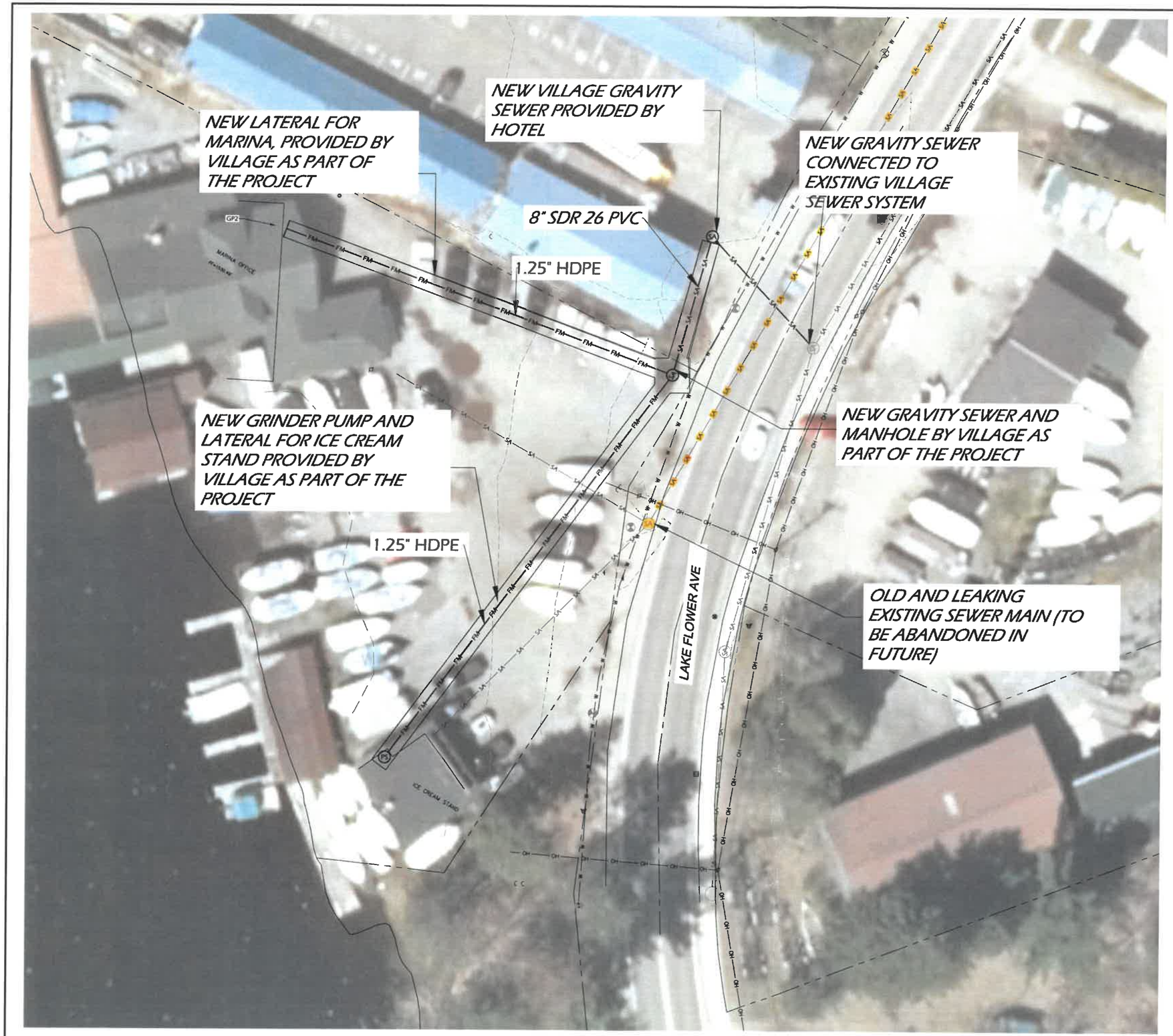
Sincerely,

Joseph A. Garso, P.E.

Village of Saranac Lake Date

cc: Kevin Pratt, VSL
Rebecca Swartzentruber, PE, NYS DOT
Jacob Wright, SL Resort

348 Lake Street • Saranac Lake, NY 12983
Phone: 518-891-4975 • Facsimile: 518-891-4978 • www.north-woods-engineering.com



NORTH

MANHOLES	PUMP STATION
HOTEL MH BY OTHERS STA. H0+00 RIM EL. = 1533.28' INV. OUT (SE) = 1529.65' INV. OUT (SE) = 1529.65' INV. IN (S) = 1529.76'	PROP. GP1 GRINDER PUMP STA. LT A1+65 RIM EL. = 1530.65' INV. OUT (NE) = 1527.45'
PROP. MH E-31A 4' DIA MANHOLE STA. LT A0+00 RIM EL. = 1533.38' INV. OUT (N) = 1530.02' INV. IN (SW) = 1530.15' INV. IN (W) = 1530.18'	

16 0 16 32 48

Scale 1" = 16'

AES NORTHEAST
Architecture, Engineering, and Land Surveying Northeast, PLLC
10-12 City Hall Place, Plattsburgh, NY 12901
Phone: (518) 561-1598 www.aesnortheast.com
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Note: It is a violation of law for any person, unless they are acting under the direction of a licensed Professional Engineer, Architect, Landscape Architect, or Land Surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering Engineer, Architect, Landscape Architect, or Land Surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

GENERAL NOTES:

PROJECT TITLE:
VILLAGE OF SARANAC LAKE
PINE STREET SEWER RECONSTRUCTION
ESSEX COUNTY AND FRANKLIN COUNTY, NEW YORK

DRAWING TITLE:
LAKE FLOWER AVE PLAN VIEW

DWG. ISSUE/REVISIONS	DATE (MM/DD/YYYY)
1. RELEASED FOR BID	08/21/2019

DESIGNED BY:	DRAWN BY:	AES PROJ. NO.:
JLD	PVP	4184

BUILDING ID: | DRAWING NO.: C-104

Plot Date: 08/08/2019 Plot Time: 12:14 PM
File Path: P:\4184 Saranac Lake (V) - West Trunk Sewer Main Facilities\F Drawings\2 Eng_Arch\3 Schematic\Payville C-100's.dwg

AES NORTHEAST
Architecture, Engineering, and Land Surveying Northeast, PLLC
10-12 City Hall Place, Plattsburgh, New York 12901
Phone: (518) 561-1598 Fax: (518) 561-1990
www.aesnortheast.com

Lake Flower Avenue Map

Existing and Proposed Sanitary Sewer Components

4184
Pine Street Sewer Reconstruction

Notes:
1. Aerial photography is from on-line orthoimagery provided by ESRI ArcMap program
2. Tax map parcel numbers, parcel lines, and owner names are from AES's version of the 2018 County GIS shapefile.
Parcel lines have been digitized by County from earlier paper copies of tax maps to create the County GISW shapefile.
Tax map line do not accurately depict the true location of property lines.
For accurate determination of the location of property lines, consult a Land Surveyor licensed by the State of New York.

1 inch = 25 feet

0 12.5 25 50
Feet

Business of the Village Board
Village of Saranac Lake

SUBJECT: Travel & Training

Date: 08-12-19

DEPT OF ORIGIN: Village Manager

Bill # 108-2019

DATE SUBMITTED: 08-08-19

EXHIBITS: _____

APPROVED AS TO FORM:

_____ _____

Village Attorney Village Administration

EXPENDITURE REQUIRED	AMOUNT BUDGETED:	APPROPRIATION REQUIRED

Resolution authorizing Community Development Director to travel overnight to the Upstate NY Chapter of the American Planning Association Conference in Rochester, NY on October 2-4 at a cost of $650.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

TRUSTEE LITTLE _____

RESOLUTION AUTHORIZING THE OVERNIGHT TRAVEL FOR THE COMMUNITY DEVELOPMENT DIRECTOR

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

WHEREAS, the Community Development Director seeks authorization to attend the Upstate NY Chapter American Planning Association Conference in Rochester, NY from 10/2/19 – 10/4/19 at a cost of $650;

WHEREAS, the Community Development Director intends to carpool with the CEO of the Franklin County IDA in a village vehicle;

NOW, THEREFORE BE IT RESOLVED, the Community Development Director is hereby authorized to travel to and attend the training described above, and

BE IT FURTHER RESOLVED, the costs of the lodging and conference will be allocated from Account #001-8620-0406 Community Development Training.