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**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
REGULAR MEETING AGENDA 5:30PM
Monday April 2, 2018
Roberts Rules of Order will be in Effect for this Meeting**

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. ANNUAL MEETING

D. ITEMS FOR BOARD ACTION

BILL	36	2018	Lot Lease Agreement
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E. 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
APRIL 2, 2018
ANNUAL MEETING, BOARD OF TRUSTEES, VILLAGE OF SARANAC LAKE, NY

An Organizational Meeting of the Board of Trustees of the Village of Saranac Lake, New York was held in the Village Board Room of 39 Main Street, Saranac Lake New York beginning at 5:30 pm.
Roll Call: Mayor Clyde Rabideau, Trustees: Paul Van Cott, Melinda Little, Patrick Murphy, and Richard Shapiro.

The Meeting was called to order by Mayor Clyde Rabideau and everyone stood for the Pledge of Allegiance

Administrator of Oaths By Judge McLaughlin

Mayor Clyde Rabideau

Deputy Mayor Paul Van Cott

Trustee Melinda Little

Trustee Patrick Murphy

Village Treasurer Elizabeth Benson

Village Clerk Kareen Tyler

Deputy Village Clerk / Treasurer Lidia O'Kelly

Village Attorney Janelle LaVigne

Chairman of Development Board Thomas Boothe

1. Mayor Clyde Rabideau, with approval of the Board to nominated **Janelle C. LaVigne** as **Village Attorney** for a four year term.

Motion: _____, Second: _____,

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

2. Mayor Clyde Rabideau, with approval of the Board to nominated **Elizabeth Benson** as **Village Treasurer** for a four year term.

Motion: _____, Second: _____,

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

3. Mayor Clyde Rabideau, with approval of the Board to nominated **Kareen Tyler** as **Village Clerk** for a four year term.

Motion: _____, Second: _____,

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

4. Mayor Clyde Rabideau, with approval of the Board to nominated **Lidia O'Kelly** as **Deputy Village Clerk/Treasurer** for a four year term.

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

5. Mayor Rabideau appoints Trustee Paul Van Cott Deputy Mayor for a one year term.

6. Resolved, the **ADIRONDACK DAILY ENTERPRISE** as the **OFFICIAL NEWSPAPER** for the Village.

Motion: _____, Second: _____,

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

7. Resolved, the **REGULAR MEETINGS** of the Board be held on the second and fourth Mondays of the month, except holidays, when the Meeting will be held the next business day as per the attached schedule.

Motion: _____, Second: _____,

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

8. Resolved, **ROBERTS RULES OF ORDER** shall be the official format and procedure for the conduct of all village meetings.

Motion: _____, Second: _____,

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

9. Resolved, each bill submitted to the Board of Trustees for consideration shall have its **SPONSOR'S NAME** affixed thereto. Said Sponsor(s) may be the Mayor, Trustees or Village Manager.

Motion: _____, Second: _____,

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

10. Resolved, The **SUBMISSION OF BILLS FOR CONSIDERATION** at regular meetings shall be made no later than noon on the Thursday before each regular Monday Meeting and that the regular Monday Meeting agenda be completed before the close of business on the Friday before each regular Monday meeting and be available for review by each member of the Board of Trustees. Further, the Village Clerk shall make reasonable effort to transmit the agenda to each board member via e-mail or drop box before the close of business on the Friday before each regular Monday meeting. In the case the regular Monday meeting is changed due to holidays or board resolution, then the aforementioned submission and publication dates shall be adjusted accordingly.

Motion: _____, Second: _____,

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

11. Resolved, **SPECIAL MEETINGS** shall be defined as those village board meetings that are not regularly scheduled in the organizational meeting and at which bills and actions are considered and/or voted upon by the board. These meetings shall only be called and held under the following conditions:

11.1 Emergency-Mayor. The Mayor, or in the Mayor's absence, the Deputy Mayor, may call a Special Meeting where the health, welfare or financial security of any part of the village is threatened by harm or loss. A 24-Hour notice is required for this type of Special Meeting.

11.2 Non-Emergency-Mayor. The Mayor, or in the Mayor's absence, the Deputy Mayor, may call a Special Meeting for the consideration and/or vote upon a bill or bills deemed worthy with a three day notice to all other Trustees.

11.3 Non-Emergency-Trustees. Two or more Trustees may call a Special Meeting for the consideration and/or vote upon on a bill or bills deemed worthy with a three day notice to all other Trustees and Mayor. The Trustees must physically sign their notice at the Village Offices or in such a manner agreeable by the majority of the board.

Further: A vote for any monetary expenditure at a Special Meeting shall require a minimum of three affirmative votes.

All meeting rules adopted in the Organizational Meeting shall apply to Special Meetings.

And, the Mayor, or in the Mayor's absence, the Deputy Mayor, must be in attendance at a Special Meeting before it can be called to order and business conducted. In the absence of both the Mayor and the Deputy Mayor the Special Meeting shall be cancelled.

Motion: _____, Second: _____,
Roll Call: Little yes; Murphy yes; Shapiro yes; Van Cott yes.

12. Resolved, Resolutions **Advance Approval of Claims, Electronic Signatures, Mileage Allowance, Approval for Returned Check Charges, and Official Banking Facilities** be adopted, said resolutions are attached and made a permanent part of these minutes.

Motion: _____, Second: _____,
Roll Call: Little yes; Murphy yes; Shapiro yes; Van Cott yes.

13. Mayor Clyde Rabideau, with approval of the Board to nominated **Raymond Scollin** as **Officer** for a term of one year.

Motion: _____, Second: _____,
Roll Call: Little yes; Murphy yes; Shapiro yes; Van Cott yes.

14. Resolved, Resolution **PURCHASING POLICY, INVESTMENT POLICY, WORK PLACE VIOLENCE POLICY, THE EMPLOYEE HANDBOOK, WORK PLACE HARESSMENT POLICY and DRUG POLICY** be adopted, said policies are on file at the village office.

Motion: _____, Second: _____,
Roll Call: Little yes; Murphy yes; Shapiro yes; Van Cott yes.

15. Mayor Clyde Rabideau, with approval of the Board to nominated **Thomas Boothe** as **Chairperson of the Development Board** for a term of five years.

Motion: _____, Second: _____,
Roll Call: Little yes; Murphy yes; Shapiro yes; Van Cott yes.

16. Mayor Clyde Rabideau, with approval of the Board to nominated **Elias Pelletieri** as **Alternate Member of the Development Board** for a term of four years.

Motion: _____, Second: _____,
Roll Call: Little yes; Murphy yes; Shapiro yes; Van Cott yes.

17. Mayor Clyde Rabideau, with approval of the Board to nominated **Craig Catalano** as **Alternate Member of the Development Board** for a term of two years.

Motion: _____, Second: _____,
Roll Call: Little yes; Murphy yes; Shapiro yes; Van Cott yes.

18. Resolved, **APPOINTMENTS ARE SUBJECT TO AND CONSISTENT WITH BUDGETARY APPROPRIATIONS.**

Motion: _____, Second: _____,
Roll Call: Little yes; Murphy yes; Shapiro yes; Van Cott yes.

19. Resolved, Resolution **ACKNOWLEDGEMENT OF A CONFLICT OF INTEREST**, be adopted, said resolution is attached and made permanent part of these minutes.

Motion: _____, Second: _____,
Roll Call: Little yes; Murphy yes; Shapiro yes; Van Cott yes.

20. Mayor Rabideau asked for a motion to adjourn the annual meeting

Motion: _____, Second: _____,
Roll Call: Little yes; Murphy yes; Shapiro yes; Van Cott yes.

Respectfully submitted, Karen Tyler/Village Clerk

LOT LEASE AGREEMENT

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

WITNESSETH:

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

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

LEASED PREMISES

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

Saranac Lake, New York 12983

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

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

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

LEASE TERM – ONE YEAR-

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

MAINTENANCE

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

UTILITIES & TAXES

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

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

USE OF PREMISES

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

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

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

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

ASSIGNMENT AND MODIFICATIONS

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

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

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

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

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

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

GENERAL PROVISIONS

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

DEFAULT

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

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

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

TENANT:

LANDLORD:

Print Name: _____

By: VILLAGE OF SARANAC LAKE