

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
 REGULAR MEETING AGENDA 5:30PM
 Monday October 22, 2018
 Roberts Rules of Order will be in Effect for this Meeting**

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. SPECIAL GUESTS- Branding Committee

**D. PUBLIC HEARING
 Chapter 10
 Amend Development Code - Brewpub**

E. AUDITING
 a. Pay Vouchers
 b. Approve Minutes 10-9-2018 and 10-15-2018

F. PUBLIC COMMENT PERIOD

G. CORRESPONDENCE

H. ITEMS FOR BOARD ACTION

BILL	111	2018	Adopt Chapter 10
BILL	112	2018	Adopt Amendment to Development Code - Brewpub
BILL	113	2018	Approve Town Fire Contracts
BILL	114	2018	District Relevy Unpaid Water /Sewer and Relevy Unpaid Village Taxes
BILL	115	2018	Letter of Support Lake Flower Apartments Community Development Block Grant
BILL	116	2018	Approve Lease with Homeward Bounds Adirondack
BILL	117	2018	Dedication of the Streets within Cedar Ridge

I. OLD BUSINESS

J. NEW BUSINESS

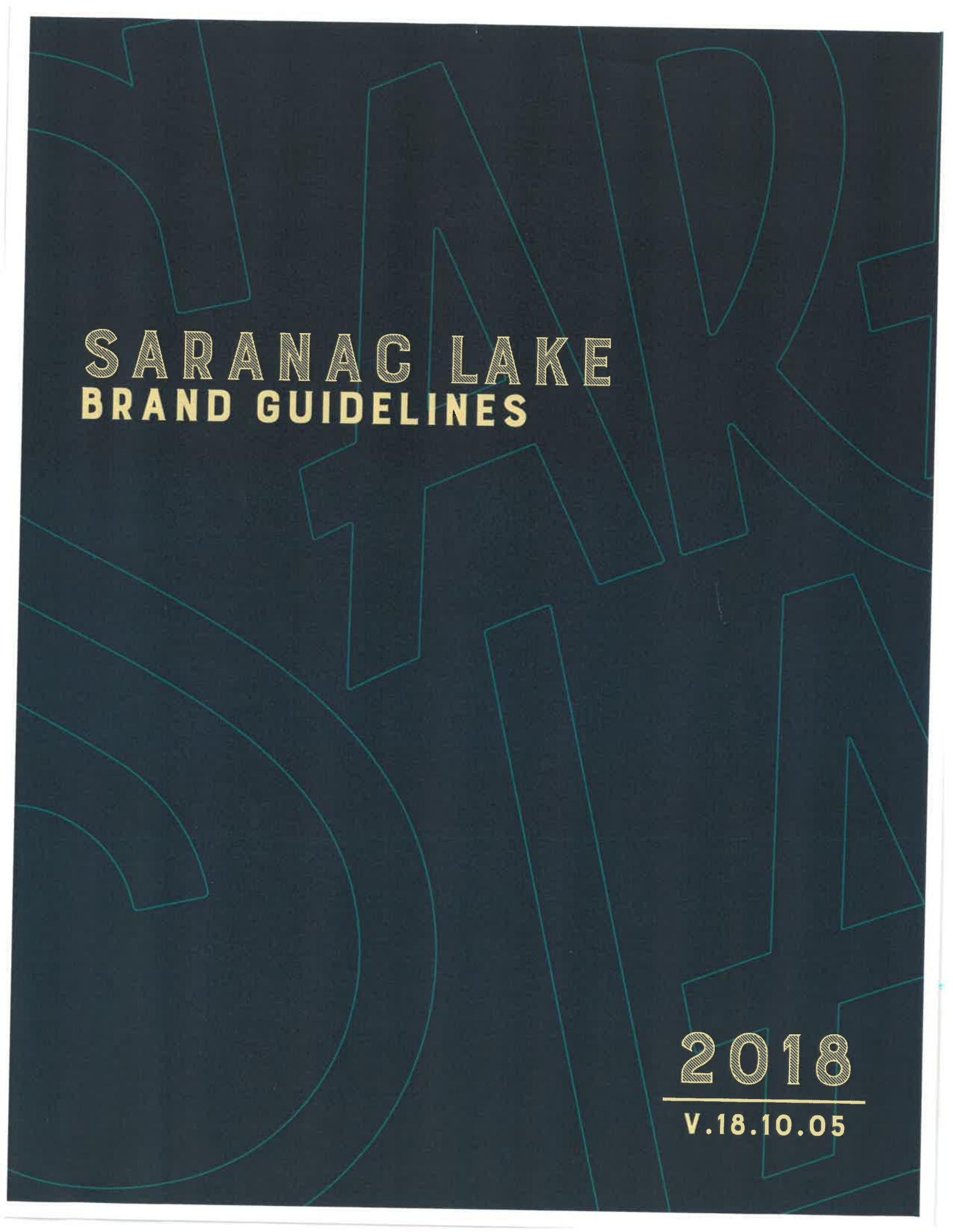
K ITEMS FOR DISCUSSION

L. MOTION TO ADJOURN

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

- 1. Anyone may speak to the Village Board of Trustees during the public comment period of a public hearing or the public comment period of the meeting.**
- 2. As a courtesy we ask each speaker to give their name and address.**
- 3. Each speaker must be recognized by the chairperson before speaking.**
- 4. Individual public comment is limited to 5 minutes and may be shortened by the meeting chairperson.**
- 5. When a meeting is attended by a group of people who share the same or opposing views on a public comment topic, the chair may require that the group(s) designate not more than two spokespersons and limit the total time public comment to 5 minutes for each point of view or side of an issue.**
- 6. Individual time may not be assigned/given to another.**
- 7. A public hearing is meant to encourage resident comment and the expression of opinion, not a direct debate, nor should a commenter be intimidated by a village board rebuttal, therefore public hearings are limited to public comment and should a village response be asked by individuals the response shall be generally given after the public hearing during the village board regular meeting, or subsequently, by telephone or letter, unless factual in nature where the facts are fully known by staff, in which case a village official may respond.**
- 8. All remarks shall be addressed to the board as a body and not to any individual member thereof.**
- 9. Interested parties or their representatives may address the board at any time by written or electronic communications.**
- 10. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.**

Please note- During the course of regular business, discussion and commentary is limited to board members and village staff only. We ask for this courtesy, for the board and staff to conduct their business and discussion without interruption. All village board members and staff are available after the conclusion of a meeting for one on one discussion.



SARANAC LAKE
BRAND GUIDELINES

2018

V.18.10.05

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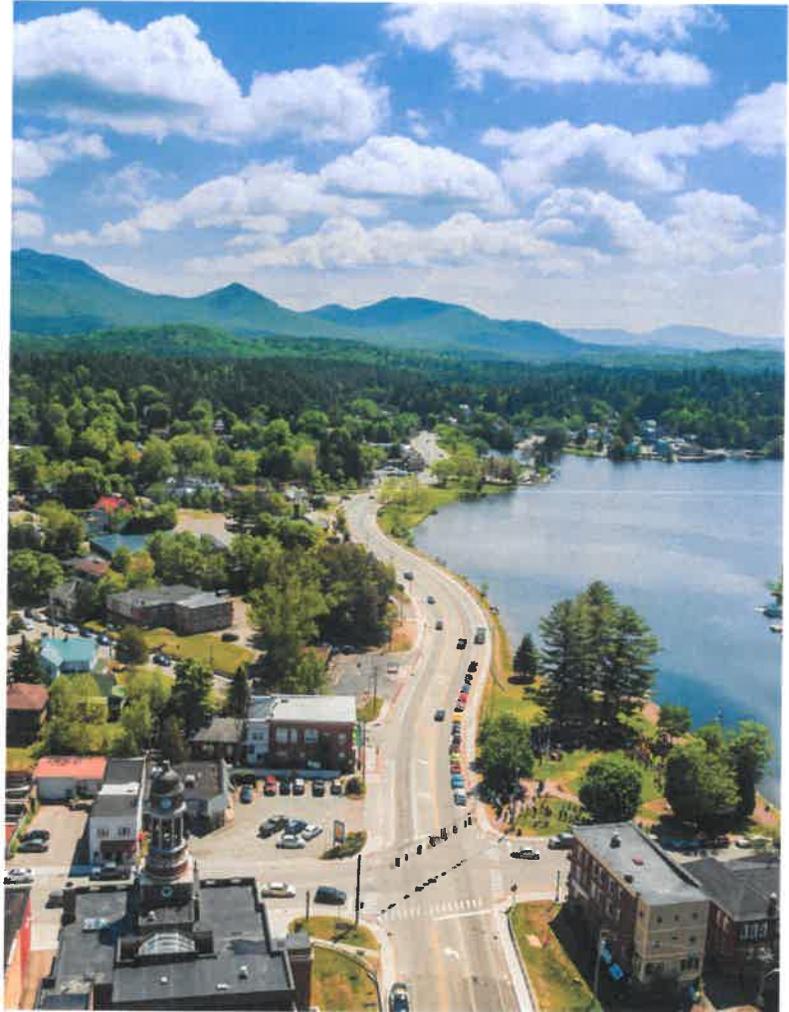
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SARANAC LAKE, NEW YORK

Saranac Lake represents a unique blend of heritage, natural beauty, and creative spirit. Among other Adirondack communities, Saranac Lake stands alone in that it was intentionally developed to be an urban oasis set in the pristine wilderness of the mountains. Through its time as a health destination, Saranac Lake became home to people from all over the world, which added to the eclectic nature of its culture. Today Saranac Lake remains an ideal destination for tourism and a home to a connected, creatively Adirondack, populace.



PROCESS

Saranac Lake has had a variety of logos and levels of logo adoption over the years. In late 2017, the community decided to unify Saranac Lake's brand message. The Saranac Lake Brand Advisory Panel was formed and comprised of Saranac Lake locals, who worked through the data and developed the final brand.

Research began in November of 2017 with a brand imaging survey. The survey was made available to residents and travelers to find out what they think about Saranac Lake's identity. Over 4,000 individuals responded to the survey. Throughout 2018, the brand panel worked in tandem with the community to develop a brand statement and design. The ultimate goal was to unify the community and fit the character of Saranac Lake as indicated by research results.

SARANAC LAKE BRAND PANEL MEMBERS

Carolyn Bordonaro
Kelly Brunette
Jeremy Evans
Kathy Ford

Tim Fortune
Adam Harris
Tracey Schrader
Matt Scollin

Rich Shapiro
Karen Tyler
Katy VanAnden



BRAND STATEMENT

The first task for the community and brand panel was to distill the large number of survey results into a statement that would help define Saranac Lake and guide the rest of the branding process.

Saranac Lake is a place that's authentically Adirondack and decidedly different. At first glance, it's a historic village where the lakes and mountains are as accessible as the fresh air.

A closer look reveals a downtown with an urban vibe where creative energy flows freely. Art, music, and healthy living help define the culture of this inspiring place, while shops and cafes provide waypoints for connecting with locals.

Here is a hub that connects surrounding communities, and it's all intertwined with waterways, forests, and roads that roll past one scenic vista after another. This is a place where a beautiful balance is struck: It's a nature-lover's paradise infused with bold ideas and quirky originality, all done in a way only Saranac Lakers can pull off.



LOGO



10

LOGO



11

TYPOGRAPHY

The typography for the Saranac Lake brand is hand-drawn and one of a kind. A historical foundation was achieved by studying the archives of the Saranac Lake Free Library and the Saranac Lake Laboratory Museum. The lettering is in a sans serif style with a flourish. This represents Saranac Lakers' core drive to break the standard mold, and it speaks to the creativeness that underpins everything they do.

Saranac Lake's intentionally urban built environment stands out against its natural surroundings. These flourishes are set in contrast to more angular letters in the design as a hearken to these urban roots.

They also serve a third purpose by communicating the movement and flow of water, which surrounds Saranac Lake.

SARANAC
LAKE



SLOGAN

From brazen and fun winter events to art and culture around the area, the community makes a consistent and conscious effort to be unique.

DECIDEDLY DIFFERENT

The font **"BURFORD"** is a fun vintage font, similar to the hand-painted signs of Saranac Lake's past.



BRAND PAIRING

The inclusion of the Adirondacks, USA brand with Saranac Lake branding ties Saranac Lake to the regional brand, indicating its place as part of the Adirondacks, a name that is known as an important visitor attractor and international destination.



BRAND COLORS

The culture of Saranac Lake is diverse and multifaceted. The brand colors reflect that. From warm to cool and everything in between. The colors are vibrant and exciting, but grounded in the natural world.

	Sunlight CMYK 5-7-34-0 RGB #F1E4B3		Deep Water CMYK 95-75-48-46 RGB #133046
	Warmth CMYK 4-48-57-0 RGB #ED9871		Earth CMYK 60-56-71-45 RGB #4C4839
	Passion CMYK 16-89-95-5 RGB #C7412C		Deep Earth CMYK 60-56-71-80 RGB #232014
	Water CMYK 81-23-37-1 RGB #16959F		

The brand colors are specifically used in a mosaic graphic style. The mosaic is designed to evoke imagination and allow for personal connection. The mosaic style signifies the various patterns in which we live — representing connecting roadways, neighborhoods, and waterways — while conveying a creative and poised nature.

Mosaics will be used as decoration on branded items to give them life and excitement.

(See pages 18-21)

GRAPHIC STYLE

GRAPHIC STYLE

ENDLESS WATERWAYS

water, paddling, healing, life

Saranac Lake is surrounded by water. The waterways were the lifeblood that spurred early transportation and trade, and continues to be a major differentiator for the community today. The water-filled landscape makes Saranac Lake ideal for paddling and water fun, but also offers an opportunity for healing and the rejuvenation of life and spirit.

CREATIVE SPARK

campfire, hearth, home, passion

The creativity that drives the Saranac Lake community is truly a homegrown effort. As such, this fire-born style offers a way for residents and travelers to represent their passion for Saranac Lake. This spark theme also harkens to the times around the hearth or campfire with friends or family.

GRAPHIC STYLE

GRAPHIC STYLE

DOWN TO EARTH

trails, soil, growth, humility

Saranac Lakers know who they are. They are humble enough to know their strength comes from each other, but strong enough to work the land and respect the wilderness. The earth theme represents a bonded local community, as well as a deep-rooted connection to the outdoors.

HAPPY CARNIVAL

creative, energetic, zany, expressive

Zany and creative expression has always been a core value of the Saranac Lake community. They know how to get work done, but never forget how to have fun. This theme symbolizes the high-energy atmosphere that envelops Saranac Lake, bringing the always present creative and quirky attributes of the area to the forefront.

USAGE GUIDELINES

This is the primary logo for Saranac Lake. It should be used in this form whenever possible. It can also be presented in all white.

The logo should never be covered by other logos or designs. It is preferred that the logo be placed on a solid white or gray background, though the one color white logo can be used to brand images.

The logo should not be stretched or presented in any off brand colors without permission.

The logo should never be placed on top of other images or design elements with a white box around it.

It cannot be used as a logo for businesses or organizations.

USAGE GUIDELINES



USAGE GUIDELINES



The slogan "Decidedly Different" should be used when writing about Saranac Lake. When it comes to presenting it with the official Saranac Lake brand, it should only appear with the official logo as seen above. The color variants follow the same pattern as the full logo.

USAGE GUIDELINES



The typography can be presented in these mosaic disks for decorative and presentation purposes. For regular branding usage (i.e. advertisements, documents, etc.) the mosaic disk versions should not be used.

USAGE EXAMPLES



USAGE EXAMPLES





POWERED BY

REGIONAL OFFICE *of*
SUSTAINABLE TOURISM



Capital of the Adirondacks™

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

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, October 22 2018 at 5:30PM in the Village Office at 39 Main Street NY 12983. The purpose of the hearing is to receive public comment on Chapter 10 of the Village Code. The amendments can be found at www.saranaclakeny.gov or reviewed at the Village Office at 39 Main Street Saranac Lake NY 12983.

Date: 9/24/2018

**RESOLUTION OF THE
VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES**

SUBJECT: RESOLUTION ADOPTING A LOCAL LAW AMENDING CHAPTER 10 OF THE VILLAGE OF SARANAC LAKE CODE

WHEREAS, the Development Code Administrator and Code Enforcement Officer have reviewed Chapter 10 of the Village Code which pertains to Administration of the NYS Uniform Fire Prevention and Building Code and recommended changes to said law; and

WHEREAS, the Board of Trustees held a public hearing to gather public input about the proposed local law on September 24, 2018;

NOW, THEREFORE, BE IT RESOLVED, the Village Board hereby adopts Local Law ##-2018 amending Chapter 10 of the Village of Saranac Lake Code.

Village of Saranac Lake Code

Chapter 10 Administration and Enforcement of the New York State Uniform Fire Prevention and Building Code

SECTION 1. PURPOSE AND INTENT

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in this Village. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, other state law, or other section of this local law, all buildings, structures and premises, regardless of use or occupancy, are subject to the provisions of this local law. This local law also repeals Chapter 10 of the Code of the Village of Saranac Lake, "Building Code" adopted on October 10, 1997 and adopts and substitutes in its place a new Chapter 10 of the Code of the Village of Saranac Lake, "Administration and Enforcement of the New York State Uniform Fire Prevention and Building Code".

SECTION 2. DEFINITIONS

In this law:

"Building Permit" shall mean a permit issued pursuant to section 4 of this local law. The term "Building Permit" shall also include a Building Permit which is renewed, amended or extended pursuant to any provision of this local law.

"Certificate of Occupancy" shall mean a certificate issued pursuant to subdivision (b) of section 7 of this local law.

"Code Enforcement Officer" shall mean the Code Enforcement Officer appointed pursuant to subdivision (b) of section 3 of this local law.

"Code Enforcement Personnel" shall include the Code Enforcement Officer and all Inspectors.

"Compliance Order" shall mean an order issued by the Code Enforcement Officer pursuant to subdivision (a) of section 15 of this local law.

Comment [PB1]: Change all references to "Compliance Order" to "Order To Remedy"

"Energy Code" shall mean the State Energy Conservation Code, as currently in effect and as hereafter amended from time to time.

"Inspector" shall mean an inspector appointed pursuant to subdivision (d) of section 3 of this local law.

"Operating Permit" shall mean a permit issued pursuant to section 10 of this local law. The term "Operating Permit" shall also include an Operating Permit which is renewed, amended or extended pursuant to any provision of this local law.

“Permit Holder” shall mean the Person to whom a Building Permit has been issued.

“Person” shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

“Stop Work Order” shall mean an order issued pursuant to section 6 of this local law.

“Temporary Certificate” shall mean a certificate issued pursuant to subdivision (d) of section 7 of this local law.

“Village” shall mean the Village of Saranac Lake, 3 Main St., Saranac Lake, NY 12983.

“Village Board” shall mean the Board of Trustees for the Village of Saranac Lake.

“Uniform Code” shall mean the New York State Uniform Fire Prevention and Building Code, as currently in effect and as hereafter amended from time to time.

Comment [PB2]: Delete physical address in case of future address change.

SECTION 3. CODE ENFORCEMENT OFFICER AND INSPECTORS

(a) The office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code and this local law. The Code Enforcement Officer shall have the following powers and duties:

(1) to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Temporary Certificates and Operating Permits, and the plans, specifications and construction documents submitted with such applications;

(2) upon approval of such application, to issue Building Permits, Certificates of Occupancy, Temporary Certificates and Operating Permits, and to include in Building Permits, Certificates of Occupancy, Temporary Certificates and Operating Permits such terms and conditions as the Code Enforcement Officer may determine to be appropriate;

(3) to conduct construction inspections, inspections to be made prior to the issuance of Certificates of Occupancy, Temporary Certificates and Operating Permits, fire safety and property maintenance inspections, inspections incidental to the investigation of complaints, and all other inspections required or permitted under any provision of this local law;

(4) to issue Stop Work Orders;

(5) to review and investigate complaints;

(6) to issue orders pursuant to subdivision (a) of section 15 (Violations) of this local law;

(7) to maintain records

(8) to collect fees as set by the Village Board of this Village;

(9) to pursue administrative enforcement actions and proceedings;

(10) in consultation with this Village's attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and this local law, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this local law; and

(11) to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this local law.

(b) The Code Enforcement Officer shall be appointed by the Village Manager. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

(c) In the event that the Code Enforcement Officer is unable to serve as such for any reason, an individual shall be appointed by the Village Manager to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of his or her appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this local law.

(d) One or more inspectors may be appointed by the Village Manager to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for Code Enforcement personnel, and each Inspector shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

Comment [PB3]: Insert "by"

Comment [PB4]: Add t to correct spelling error

(e) The compensation for Code Enforcement Officer and Inspectors shall be fixed from time to time by the Village Manager .

SECTION 4. BUILDING PERMITS.

(a) Building Permits Required. Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney or flue in any dwelling unit.

No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Code Enforcement Officer.

(b) Exemptions. No Building permit shall be required for work in any of the following categories:

- (1) construction or installation of one story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area does not exceed 144 square feet (13.88 square meters);
- (2) installation of swings and other playground equipment associated with a one or two-family dwelling or multiple single-family dwellings (townhouses);
- (3) installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;
- (4) installation of fences which are not part of an enclosure surrounding a swimming pool;
- (5) construction of retaining walls unless such walls support a surcharge or impound Class I, II or IIIA liquids;
- (6) construction of temporary motion picture, television and theater stage sets and scenery;
- (7) installation of window awnings supported by an exterior wall of a one- or two- family dwelling or multiple single-family dwellings (townhouses);
- (8) installation of partitions or movable cases less than 5'-9" in height;
- (9) painting, wallpapering, tiling, carpeting, or other similar finish work;
- (10) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;
- (11) replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or
- (12) repairs, provided that such repairs do not involve (i) the removal or cutting away of a load bearing wall, partition, or portion thereof, or of any structural beam or load bearing component; (ii) the removal or change of any required means of egress, or the rearrangement of parts of a structure in a manner which affects egress; (iii) the enlargement, alteration, replacement or relocation of any building system; or (iv) the removal from service of all or part of a fire protection system for any period of time.

(c) Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

(d) Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information, as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

- (1) a description of the proposed work
- (2) the tax map number and the street address of the premises where the work is to be performed;
- (3) the occupancy classification of any affected building or structure;
- (4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and
- (5) at least 2 sets of construction documents (drawings and/or specifications) which (i) define the scope of the proposed work; (ii) are prepared by a New York State registered architect or licensed professional engineer where so required by the Education Law; (iii) indicate with sufficient clarity and detail the nature and extent of the work proposed; (iv) substantiate that the proposed work will comply with the Uniform Code and the Energy Code; and (v) where applicable, include a site plan that shows any existing and proposed buildings and structures on the site, the location of any existing or proposed well or septic system, the location of the intended work, and the distances between the buildings and structures and the lot lines.

(e) Construction documents. Construction documents will not be accepted as party of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision (d) of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

Comment (P85): Edit to remove blank line

(f) Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

(g) Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

(h) Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

(i) Time limits. Building Permits shall become invalid unless the authorized work is commenced within 12 months following the date of issuance. Building Permits shall expire 15 months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.

(j) Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

(k) Fee. The fee specified in or determined in accordance with the provision set forth in section 16 (Fees) of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

SECTION 5. CONSTRUCTION INSPECTION.

(a) Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by

the Code Enforcement Officer. The Permit Holder shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.

Comment [P86]: Edit to remove black lines

(b) Elements of work to be inspected. The following elements of the construction process shall be inspected made, where applicable:

- (1) work site prior to the issuance of a Building Permit;
- (2) footing and foundation;
- (3) preparation for concrete slab;
- (4) framing;
- (5) ~~building systems~~, including underground and rough-in;
- (6) fire resistant construction
- (7) fire resistant penetrations
- (8) solid fuel burning heating appliances, chimneys, flues or gas vents;
- (9) Energy Code compliance, and
- (10) A final inspection after all work authorized by the Building Permit has been Completed.

Comment [PB7]: Add (6) Electrical inspections for installation of service, rough in wiring and final inspections shall be performed by an approved third party electrical inspector. Change the following numbers as necessary.

(c) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to where the work fails to comply with the Uniform Code or Energy Code. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

(d) Fee. The fee specified in or determined in accordance with provision set forth in section 16 (Fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section.

SECTION 6. STOP WORK ORDERS.

(a) Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:

- (1) any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

(b) Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

(c) Service of Stop Work Orders. The Code Enforcement Officer shall serve, or cause to be served, the Stop Work Order, or a copy thereof, on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Code Enforcement Officer shall be permitted, but not required, to serve, or cause to be served the Stop Work Order, or a copy thereof, on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

(d) Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder and any other Person performing, taking part in or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order.

(e) Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 15 (Violations) of this local law or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

SECTION 7. Certificate of Occupancy

(a) Certificate of Occupancy required. A Certificate of Occupancy shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy.

(b) Issuance of Certificate of Occupancy. The Code Enforcement Officer shall issue a Certificate of Occupancy if the work which was the subject of the Building Permit was

completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure or work prior to the issuance of a Certificate of Occupancy. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy, shall be provided to the Officer prior to the issuance of the Certificate of Occupancy.

(1) a written statement of structural observations and/or a final report of special inspections,
and

(2) flood hazard certifications.

(c) Contents of Certificate of Occupancy. A Certificate of Occupancy shall contain the following information:

(1) the Building Permit number, if any;

(2) the date of issuance of the Building Permit, if any;

(3) the name, address and tax map number of the property;

(4) if the Certificate of Occupancy is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy is issued;

(5) the use and occupancy classification of the structure;

(6) the type of construction of the structure;

(7) the assembly occupant load of the structure, if any;

(8) if an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required.

(9) any special conditions imposed in connection with the issuance of the Building Permit;
and

(10) the signature of the Code Enforcement Officer issuing the Certificate of Occupancy and the date of issuance.

(d) Temporary Certificate. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate unless the Code

Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate, may be occupied safely, (2) that any fire- and smoke-detecting or fire protection equipment which has been installed is operational, and (3) that all required means of egress from the building or structure have been provided. The Code Enforcement Officer may place special conditions on the Temporary Certificate as appropriate to ensure safety or to further the purposes and intent of the Uniform Code. A Temporary Certificate shall be effective for a period of time, not to exceed [6] months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate. During the specified period of effectiveness of the Temporary Certificate, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

Comment [PB8]: Insert space

Comment [PB9]: Insert "place special conditions on the Temporary Certificate"

(e) Revocation or suspension of certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy or a Temporary Certificate was issued in error because of incorrect, inaccurate or incomplete information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.

(f) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 (Fees) of this local law must be paid at the time of submission of an application for a Certificate of Occupancy or for a Temporary Certificate.

SECTION 8. NOTIFICATION REGARDING FIRE OR EXPLOSION

The chief of any fire department providing fire fighting services for a property within this Village shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney or gas vent.

SECTION 9. UNSAFE BUILDING AND STRUCTURES

Unsafe structures and equipment in this Village shall be identified and addressed in accordance with the procedures established by Chapter 43 of the Code of the Village of Saranac Lake, "Buildings, Unsafe", as now in effect or as hereafter amended from time to time.

Comment [PB10]: Change to "The Uniform Fire Prevention and Building Code."

SECTION 10. OPERATING PERMITS.

(a) Operation Permits required. Operating Permits shall be required for conducting the activities or using the categories of buildings listed below:

(1) manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4) in the publication entitled Fire Code of New York State" and incorporated by reference in 19NYCRR section 1225.1;

(2) hazardous processes and activities, including but not limited to, commercial and industrial operations which produce combustible dust as a byproduct, fruit and crop ripening, and waste handling;

(3) use of pyrotechnic devices in assembly occupancies;

(4) buildings containing one or more areas of public assembly with an occupant load of 100 persons or more; and

(5) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Village Board.

Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

(b) Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

(c) Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an Operating Permit.

(d) Multiple Activities. In any circumstances in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in his or her discretion, issue a single Operating Permit to apply to all such activities.

(e) Duration of Operating Permits. Operating permits shall be issued for such period of time, not to exceed one year in the case of any Operating Permit issued for an area of public assembly and not to exceed three years in any other case, as shall be determined by the Code Enforcement Officer to be consistent with local considerations. The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

(f) Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provisions of the Uniform Code, such Operating Permit shall be revoked or suspended.

(g) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 (Fees) of this local law must be paid at the time of submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

SECTION 11. FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS

(a) Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:

(1) Fire safety and property maintenance inspections of buildings or structures which contain an area of public assembly shall be performed at least once every twelve (12) months.

(2) Fire safety and property maintenance inspections of buildings or structures being occupied as dormitories shall be performed at least once every twelve (12) months.

(3) Fire safety and property maintenance inspections of all multiple dwellings not included in paragraphs (1) or (2) of this subdivision, and all non-residential buildings, structures, uses and occupancies not included in paragraphs (1) or (2) of this subdivision, shall be performed at least once every 36- months.

(b) Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at any time upon:

(1) the request of the owner of the property to be inspected or an authorized agent of such owner;

(2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or

(3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or energy Code exist; provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

(c) OFPC Inspection. Nothing in this section or in any other provision of this local law shall supersede, limit or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator under Executive Law section 156-e and Education Law section 807-b.

(d) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 (Fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by the OFPC.

SECTION 12. COMPLAINTS

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law, ordinance or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

(a) performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;

(b) if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 15 (violations) of this local law;

(c) if appropriate, issuing a Stop Work Order;

(d) if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

SECTION 13. RECORD KEEPING.

(a) The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

(1) all applications received, reviewed and approved or denied;

(2) all plans, specifications and construction documents approved;

(3) all Building Permits, Certificates of Occupancy, Temporary Certificates, Stop Work Orders, and Operating Permits issued;

(4) all inspections and tests performed;

(5) all statements and reports issued;

(6) all complaints received

(7) all investigations conducted;

(8) all other features and activities specified in or contemplated by sections 4 through 12, inclusive, of this local law, including; and

(9) all fees charged and collected.

(b) All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period as required by the State law and regulation.

SECTION 14. PROGRAM REVIEW AND REPORTING

(a) The Code Enforcement Officer shall annually submit to Village Board a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 13 (Record Keeping) of this local law and a report and summary of all appeals or litigation pending or concluded.

(b) The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this Village, on a form prescribed by the Secretary of State, a report of the activities of this Village relative to administration and enforcement of the Uniform Code.

(c) The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials this Village is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of this Village in connection with administration and enforcement of the Uniform Code.

SECTION 15: VIOLATIONS

(a) Compliance Orders. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. Upon finding that any such condition or activity exists, the Code Enforcement Officer shall issue a Compliance Order. The Compliance Order shall (1) be in writing; (2) be dated and signed by the Code Enforcement Officer; (3) specify the condition or activity that violates the Uniform Code, the Energy Code or this local law; (4) specify the provision or provisions of the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity; (5) specify the period of time which the Code Enforcement Officer deems to be reasonably necessary for achieving compliance; (6) direct that compliance be achieved within the specified period of time; and (7) state that an action or proceeding to compel compliance may be instituted if compliance is not achieved within the specified period of time. The Code Enforcement Officer shall cause the Compliance Order, or a copy thereof, to be served in any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part of assisting in work being performed at the affected property personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

(b) Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

Comment [PB11]: Replace entire section to reflect Orders to Remedy language as outlined in 19 NYCRR 1203.5, dated January 12, 2015. Attached separately.

(c) Civil penalties. In addition to those penalties proscribed by State law, any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code enforcement Officer pursuant to any provision of this local law, shall be liable to a civil penalty of not more than \$200 for each day or part thereof during which such violation continues. The civil penalties provided by this subdivision shall be recoverable in an action instituted in the name of this Village.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of this Village, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Temporary Certificate, Stop Work Order, operating Permit, Compliance Order, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Compliance Order or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of this Village, in the Supreme Court of in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Village Board.

(e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

SECTION 16: FEES

A fee schedule shall be established by resolution of the Village Board of this Village. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificate of Occupancy, Temporary Certificates, Operating

Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this local law.

SECTION 17. INTERMUNICIPAL AGREEMENTS

The Village Board may, by resolution, authorize the Code Enforcement Officer and Building Inspector of this Village to enter into an agreement, in the name of this Village, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 18. PARTIAL INVALIDITY

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

SECTION 19. EFFECTIVE DATE

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

SECTION 15: VIOLATIONS

(a) Orders to Remedy. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. Upon finding that any such condition or activity exists, the Code Enforcement Officer may issue an Order to Remedy. The Order to Remedy shall be in writing and shall contain the following:

1. The date of issuance of the Order;
2. The signature of the Code Enforcement Officer;
3. A statement specifically identifying the condition or activity that violates the Uniform Code, the Energy Code or this Local Law;
4. Reference to the provision or provisions of the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity;
5. A statement substantially similar to the following: "The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____, which is thirty (30) days after the date of this Order to Remedy."

In addition, an Order to Remedy may direct:

1. That the person or entity served with such Order (1) begin to remedy the violation(s) described in the Order immediately, or within some other specified period of time which may be less than 30 days; to continue diligently to remedy such violations until each such violation is fully remedied, which may include a timetable for completion of specific tasks, and/or
2. That the person or entity served with such Order take such other protective actions (such as but not limited to vacating the building or barricading the area where the violations exist) which are authorized by the Code Enforcement Officer, this Local Law, or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied.

The Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person taking part of assisting in work being performed at the affected property personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Order to Remedy. An Order to Remedy shall be served personally or by certified or registered mail within five (5) days of the date of the Order. For the purposes of this section:

a. if an Order to Remedy is served personally by any authorized means that requires more than one action by the person effecting service (such as service by "delivery and mail" similar to that authorized by CPLR 308(2)), the Order shall be deemed to be served on the date on which the last required action is taken; and

b. an Order to Remedy served by certified or registered mail shall be deemed to be served on the date it is mailed.

(b) Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

(c) Civil penalties. In addition to those penalties prescribed by State law, any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code enforcement Officer pursuant to any provision of this local law, shall be liable to a civil penalty of not more than \$500 for each day or part thereof during which such violation continues. The civil penalties provided by this subdivision shall be recoverable in an action instituted in the name of this Village.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of this Village, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Temporary Certificate, Stop Work Order, Operating Permit, Compliance Order, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Compliance Order or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of this Village, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an

order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Village Board.

(e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.



Capital of the Adirondacks™

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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 October 22, 2018 at 5:30PM in the Village Office at 39 Main Street NY 12983. The purpose of the hearing is to receive public comment on proposed Development Code Amendments to add a Brewpub definition. The amendments can be found at www.saranaclakeny.gov or reviewed at the Village Office at 39 Main Street Saranac Lake NY 12983.

**RESOLUTION
OF THE
VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES**

SUBJECT: RESOLUTION AMENDING THE VILLAGE OF SARANAC LAKE DEVELOPMENT CODE

WHEREAS, in 2016 the Village Board of Trustees adopted the Village of Saranac Lake Unified Development Code; and;

WHEREAS, the Code does not define or expressly provide for a Brewpub use; and

WHEREAS, the Board has received draft Development Code amendments with input from the Development Board; and

WHEREAS, in consideration of the circumstances as described above the Board needs to amend the Code to add a Brewpub definition to Section 106-6 and amend Schedule 1 Allowed Uses Section 106 attachment 1 pages 1-3; 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 Development Code with changes as set forth in Exhibit 'A'.
- (2) The amendment will become effective upon filing with the Secretary of State.

VILLAGE OF SARANAC LAKE DEVELOPMENT CODE PROPOSED AMENDMENT

Section 106-6 Definitions.

ADD:

Brewpub - An establishment where beer and malt beverages are made on the premises in conjunction with a restaurant or tavern use.

Exhibit "A"

Village of Saranac Lake Development Code amendments

- 1. Section 106-6; New Definition - Brewpub**
- 2. Section 106 attachment 1:1, 1:2 and 1:3; Amend Schedule 1 Allowed Uses to add Brewpub Use**

SARANAC LAKE CODE

Village of Saranac Lake - Unified Development Code:
Schedule #1 - Allowed Uses

Land Use Type:	Districts:																																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34			
	District A-1	District A-2	District A-3	District A-4	District A-5	District B-1	District B-2	District B-3	District B-4	District C-1	District C-2	District C-3	District C-4	District D-1	District D-2	District D-3	District E-1	District E-2	District E-3	District F-1	District F-2	District G	District H-1	District H-2	District H-3	District I	District J-1	District J-2	District K-1	District K-2	District K-3	District K-4	District L-1	District L-2	District L-3		
Commercial																																					
1 Amusement and Recreation Services						S	S		S								SP	S				S				S											
2 Antique Shop						A	A	A	A								A	SP	A			A				S		S								S	
3 Agri-Business						SP	S		S																	S		S							A	A	
4 Artisan Workshop	SP	SP	SP	SP	SP	A	A	A	A	SP	SP	SP	SP	SP	SP	S	S	S	SP	S							S										
5 Arts Spaces	SP	SP	SP	SP	SP	A	A	A	A	SP	SP	SP	SP	A	SP	S	S	S	SP	S	SP	SP			S	A	A										
6 Automotive Dealer									SP																S	S	SP	S	SP	SP			S	A	A		
7 Automotive Repair/Service									S														SP				S										
8 Bank						A	A	SP	A														S				S									S	
9 Bank, Drive-Through						SP	SP	SP	SP								A	SP				A					S									S	
10 Bed and Breakfast	SP	SP	SP	SP	SP	A	A	A	A	SP	SP	SP	SP	SP	SP		SP	S			SP						S							S	S		
11 Boat Storage, Commercial							SP		SP																S		SP	S	SP	SP	S		S	SP	SP		
12 Brewpub						SP	SP	S	SP									SP	SP	SP				S												S	
13 Building Material Supply									SP							S	S	S					SP													S	
14 Car wash									SP															SP				S								S	
15 Cinema						SP	SP	SP	A								S						SP													S	
16 Driving Range																	SP	SP	SP				SP													S	
17 Farmer's Market						SP	SP		SP									SP	SP	SP				S				S									S
18 Funeral Home						S		S									SP	SP	SP				S				S	S									S
19 Gasoline Station									SP																		S	S									S
20 Gasoline Station/Auto Repair/Service									SP																			S									S
21 Gasoline Station/Retail Sales									SP									S										S									S
22 Greenhouse, Commercial						S	S		SP		SP					S	S	S	S					SP				S									S
23 Hotel/Motel						SP	SP	S	SP					S				SP	SP	SP				S				S	S								S
24 Housekeeping Cottage	SP	SP	SP	SP	SP	A	A	A	A	SP	SP	SP	SP	SP	SP		A	SP ¹	A	SP	SP	S	S				S	S								S	
25 Kennel																S	SP							S					SP	SP	SP	SP			S	SP	S
26 Marina, Type I		SP				SP	SP																				S										S
27 Marina, Type II		SP				SP	SP	SP	SP																												
28 Medical Clinic						A	A	S	A								A	SP	A				SP														S

Symbol Legend: P Permitted SP Site Plan Review Required A Administrative Permit Required S Special Use Permit Required Note: Blank cells indicate use is not permitted.

Brewpub use inserted at line 12

DEVELOPMENT CODE

Village of Saranac Lake - Unified Development Code:
Schedule #1 - Allowed Uses

Land Use Type:	Districts:																																					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34				
	District A-1	District A-2	District A-3	District A-4	District A-5	District B-1	District B-2	District B-3	District B-4	District C-1	District C-2	District C-3	District C-4	District D-1	District D-2	District D-3	District E-1	District E-2	District E-3	District F-1	District F-2	District G	District H-1	District H-2	District H-3	District I	District J-1	District J-2	District K-1	District K-2	District K-3	District K-4	District L-1	District L-2	District L-3			
Commercial (continued)																																						
28 Mixed Use						A	A	Ⓢ	A								A	SP	A																			
28 Multi-Use Building						SP		Ⓢ	SP								SP	SP	SP								Ⓢ	Ⓢ				Ⓢ			Ⓢ		SP	
29 Office						A	A	Ⓢ	A									A	SP	A						Ⓢ										Ⓢ	Ⓢ	
30 Outdoor Storage, Type II									Ⓢ								Ⓢ																				SP	SP
31 Personal Services						A	A	A	A																												Ⓢ	Ⓢ
32 Recreation Facility, Private						SP	SP		SP								Ⓢ	SP	SP	SP																	SP	SP
33 Research and Development Facility						A	A	A	A								SP	A	SP	A																		SP
34 Restaurant						A	A	A	A									A	SP	A																		SP
35 Restaurant, Drive Through									SP																													SP
36 Restaurant, Fast Food						A	SP	SP	SP																													
37 Retail Sales, Type I						A	A	A	A									SP	SP	SP																		Ⓢ
38 Retail Sales, Type II						Ⓢ			Ⓢ									Ⓢ	Ⓢ																		SP	SP
39 Retail Sales, Outdoors						Ⓢ	Ⓢ	Ⓢ	Ⓢ								Ⓢ	Ⓢ	Ⓢ																			Ⓢ
40 Retail Store, Convenience						SP	SP		SP									SP	SP																			Ⓢ
41 Sawmill																																						Ⓢ
42 Self-Service Storage Facility																																						
43 Shopping Center									SP																													
44 Tavern						SP	SP	Ⓢ	SP																													
45 Tourist Attraction						SP	Ⓢ	SP	SP									SP	SP	Ⓢ																		Ⓢ
46 Veterinary Clinic/Hospital						SP	SP	Ⓢ	SP									SP	SP	Ⓢ																		Ⓢ
Industrial																																						
1 Chemical and Petroleum Storage																																						
2 Contractor Storage Yard																																						
3 Heavy Equipment Repair																																						Ⓢ
4 Industry, Type I																																						
5 Industry, Type II																																						Ⓢ
6 Mining						SP																																Ⓢ
7 Transfer Station																																						
8 Warehouse																																						
Accessory Uses																																						
																																						Ⓢ
For All Districts and Sub-Districts: Allowed accessory uses are those uses that are customarily subordinate and incidental to allowed principal uses.																																						
Symbol Legend: P Permitted SP Site Plan Review Required A Administrative Permit Required Ⓢ Special Use Permit Required Note: Blank cells indicate use is not permitted.																																						

REGULAR MEETING OF THE BOARD OF TRUSTEES
October 9, 2018

ROLL CALL FOR REGULAR MEETING: Present: Mayor Clyde Rabideau
Trustees: Melinda Little, Paul Van Cott, Richard Shapiro and Patrick Murphy.

Also present: Village Manager, John Sweeney, Village Treasurer, Elizabeth Benson, Water and Waste Water Chief Operator Kevin Pratt, Community Development Director, Jamie Konkoski, Code Enforcement Administrator, Paul Blaine and Village Clerk, Karen Tyler.

Everyone stood for the pledge of allegiance.

SPECIAL GUESTS : Franklin County Legislator, Melinda Ellis – regarding “Smitty Days” in the Village and a new arch fence at William Morris Park.
David Vana, Bloomingdale present the board with information regarding fire towers. The information is attached and made part of these minutes.

AUDITING:

Chair Rabideau called for a motion to approve payment for the 2019 budget \$263,337.32 voucher number 11039887 to 11039988 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

APPROVAL OF MINUTES:

Chair Mayor Rabideau called for a motion to approve minute of 9-24-2018 With clarification that Bill 99-2018 Adopt Law Amending Chapter 10 and Bill 102-2018 Development Code Amendment Brewpub had not been given proper public notice and will be reconsidered with a minor change.

Motion: Murphy Second: Van Cott.

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

PUBLIC COMMENT PERIOD:

Chris Ericson, of the NY Brewers Association and owner of Lake Placid Pub and Brewery and Big Slyde Brewery in Lake Placid.

He outlined the different types of brewery license that the state liquor authority regulates. It is a challenging industry and putting limits on volume would make it more difficult.

CORRESPONDENCE: Saranac Lake Police report, Letter NYSDEC regarding Brandy Brook, NYS Homes and Community Renewal, Funding Request Saranac Lake Rescue Squad, Inc.

Chair Rabideau called for motion to accept and place on file the above referenced correspondence.

Motion: Little Second: Murphy.

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

ITEMS FOR BOARD ACTION:

Bill 105-2018 Approve BOCES Agreement

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

Chair Mayor Rabideau called for a motion.

Motion: Van Cott Second: Little

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

Bill 106-2018 Approve Travel and Training Nikolas Pelletieri

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 107-2018 Support Historic Preservation Tax Credit for 20-22 Broadway

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

Motion: Van Cott Second: Murphy

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

Bill 108-2018 Approve Request for RFQ for LED Streetlight Conversion Project

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

Chair Mayor Rabideau called for a motion.

Motion: Murphy Second: Van Cott

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

Bill 109-2018 Call for a public hearing Chapter 10 10-22-18 at 5:30pm

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

Chair Mayor Rabideau called for a motion.

Motion: Van Cott Second: Murphy

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

Bill 110-2018 Call for a public hearing to amend the Development Code Brewpub 10-22-18 at 5:30pm

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

Chair Mayor Rabideau called for a motion.

Motion to Amend: Motion: Murphy Second: Little

to delete the 40% requirement

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

Motion to Amend: Shapiro Second: Rabideau

BREW PUB

An establishment where a maximum of 3000 barrels annual production of beer and malt beverages are made on the premises in conjunction with a restaurant or tavern use.

'site plan review' in B1, B2, B4, E1, E2, E3; 'special use permit' in B3, G, L3.

RESTAURANT-BREWER An establishment where a maximum of 8000 barrels annual production of beer and malt beverages are made on the premises in conjunction with a restaurant or tavern use.

'special use permit' in zones G & L3

Roll Call to Amend: Little no Murphy no Shapiro yes Van Cott no

Motion by Shapiro to Table no second

Roll Call on Amendment deleting the 40% requirement

Little yes Murphy yes Shapiro No Van Cott yes

OLD BUSINESS:

Rescue Contract Village Manager John Sweeney reminded residents of the Village that they are not required to pay above what their insurance pays for rescue service. If residents receive a statement they should contact the rescue squad.

17 Main Street Rental – Village Manager was instructed to begin advertising property for rent.

Process for public projects for DRI – handout is attached and made part of these minutes.

Brandy Brook board updated.

NEW BUSINESS:

Trustee Shapiro – discussed political signs and smoking law 21 years old in Essex County.

MOTION TO ADJOURN

Chair Mayor Rabideau called for a motion

Motion: Van Cott Second: Murphy

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

Respectfully submitted, Kareen Tyler, Village Clerk

SPECIAL MEETING OF THE BOARD OF TRUSTEES
October 15, 2018

ROLL CALL FOR MEETING: Present: Mayor Clyde Rabideau
Trustees: Melinda Little, Paul Van Cott, Richard Shapiro and Patrick Murphy.

Also present: Village Manager, John Sweeney, Village Treasurer, Elizabeth Benson, DPW Superintendent, Jeff Dora, Community Development Director Jamie Konkoski and Village Clerk, Kareen Tyler.

The Village Board reviewed a list of proposed projects, the list is attached and made part of these minutes.

MOTION TO ADJOURN

Chair Mayor Rabideau called for a motion

Motion: Little Second: Murphy

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

Respectfully submitted, Kareen Tyler, Village Clerk

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

SUBJECT: Adopt Local Law Amending Village Code Date: 10-22-2018

DEPT OF ORIGIN: Com. Dev.

Bill: ///-2018

DATE SUBMITTED: _____

EXHIBITS: Village Code, Chapter 10 with comments
Village Code, Chapter 10, Section 15

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Adopt Local Law amending Chapter 10 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: 9/24/2018

**RESOLUTION OF THE
VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES**

SUBJECT: RESOLUTION ADOPTING A LOCAL LAW AMENDING CHAPTER 10 OF THE VILLAGE OF SARANAC LAKE CODE

WHEREAS, the Development Code Administrator and Code Enforcement Officer have reviewed Chapter 10 of the Village Code which pertains to Administration of the NYS Uniform Fire Prevention and Building Code and recommended changes to said law; and

WHEREAS, the Board of Trustees held a public hearing to gather public input about the proposed local law on September 24, 2018;

NOW, THEREFORE, BE IT RESOLVED, the Village Board hereby adopts Local Law ##-2018 amending Chapter 10 of the Village of Saranac Lake Code.

Village of Saranac Lake Code

Chapter 10 Administration and Enforcement of the New York State Uniform Fire Prevention and Building Code

SECTION 1. PURPOSE AND INTENT

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in this Village. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, other state law, or other section of this local law, all buildings, structures and premises, regardless of use or occupancy, are subject to the provisions of this local law. This local law also repeals Chapter 10 of the Code of the Village of Saranac Lake, "Building Code" adopted on October 10, 1997 and adopts and substitutes in its place a new Chapter 10 of the Code of the Village of Saranac Lake, "Administration and Enforcement of the New York State Uniform Fire Prevention and Building Code".

SECTION 2. DEFINITIONS

In this law:

"Building Permit" shall mean a permit issued pursuant to section 4 of this local law. The term "Building Permit" shall also include a Building Permit which is renewed, amended or extended pursuant to any provision of this local law.

"Certificate of Occupancy" shall mean a certificate issued pursuant to subdivision (b) of section 7 of this local law.

"Code Enforcement Officer" shall mean the Code Enforcement Officer appointed pursuant to subdivision (b) of section 3 of this local law.

"Code Enforcement Personnel" shall include the Code Enforcement Officer and all Inspectors.

"Compliance Order" shall mean an order issued by the Code Enforcement Officer pursuant to subdivision (a) of section 15 of this local law.

Comment [PB1]: Change all references to "Compliance Order" to "Order To Remedy"

"Energy Code" shall mean the State Energy Conservation Code, as currently in effect and as hereafter amended from time to time.

"Inspector" shall mean an inspector appointed pursuant to subdivision (d) of section 3 of this local law.

"Operating Permit" shall mean a permit issued pursuant to section 10 of this local law. The term "Operating Permit" shall also include an Operating Permit which is renewed, amended or extended pursuant to any provision of this local law.

“Permit Holder” shall mean the Person to whom a Building Permit has been issued.

“Person” shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

“Stop Work Order” shall mean an order issued pursuant to section 6 of this local law.

“Temporary Certificate” shall mean a certificate issued pursuant to subdivision (d) of section 7 of this local law.

“Village” shall mean the Village of Saranac Lake, 3 Main St., Saranac Lake, NY 12983.

Comment [PB2]: Delete physical address in case of future address change.

“Village Board” shall mean the Board of Trustees for the Village of Saranac Lake.

“Uniform Code” shall mean the New York State Uniform Fire Prevention and Building Code, as currently in effect and as hereafter amended from time to time.

SECTION 3. CODE ENFORCEMENT OFFICER AND INSPECTORS

(a) The office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code and this local law. The Code Enforcement Officer shall have the following powers and duties:

(1) to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Temporary Certificates and Operating Permits, and the plans, specifications and construction documents submitted with such applications;

(2) upon approval of such application, to issue Building Permits, Certificates of Occupancy, Temporary Certificates and Operating Permits, and to include in Building Permits, Certificates of Occupancy, Temporary Certificates and Operating Permits such terms and conditions as the Code Enforcement Officer may determine to be appropriate;

(3) to conduct construction inspections, inspections to be made prior to the issuance of Certificates of Occupancy, Temporary Certificates and Operating Permits, fire safety and property maintenance inspections, inspections incidental to the investigation of complaints, and all other inspections required or permitted under any provision of this local law;

(4) to issue Stop Work Orders;

(5) to review and investigate complaints;

(6) to issue orders pursuant to subdivision (a) of section 15 (Violations) of this local law;

(7) to maintain records

(8) to collect fees as set by the Village Board of this Village;

(9) to pursue administrative enforcement actions and proceedings;

(10) in consultation with this Village's attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and this local law, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this local law; and

(11) to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this local law.

(b) The Code Enforcement Officer shall be appointed by the Village Manager. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

(c) In the event that the Code Enforcement Officer is unable to serve as such for any reason, an individual shall be appointed by the Village Manager to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of his or her appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this local law.

(d) One or more inspectors may be appointed by the Village Manager to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for Code Enforcement personnel, and each Inspector shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

Comment [PB3]: Insert "by"

Comment [PB4]: Add t to correct spelling error

(e) The compensation for Code Enforcement Officer and Inspectors shall be fixed from time to time by the Village Manager .

SECTION 4. BUILDING PERMITS.

(a) Building Permits Required. Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney or flue in any dwelling unit.

No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Code Enforcement Officer.

(b) Exemptions. No Building permit shall be required for work in any of the following categories:

(1) construction or installation of one story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area does not exceed 144 square feet (13.88 square meters);

(2) installation of swings and other playground equipment associated with a one or two-family dwelling or multiple single-family dwellings (townhouses);

(3) installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;

(4) installation of fences which are not part of an enclosure surrounding a swimming pool;

(5) construction of retaining walls unless such walls support a surcharge or impound Class I, II or IIIA liquids;

(6) construction of temporary motion picture, television and theater stage sets and scenery;

(7) installation of window awnings supported by an exterior wall of a one- or two- family dwelling or multiple single-family dwellings (townhouses);

(8) installation of partitions or movable cases less than 5'-9" in height;

(9) painting, wallpapering, tiling, carpeting, or other similar finish work;

(10) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;

(11) replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or

(12) repairs, provided that such repairs do not involve (i) the removal or cutting away of a load bearing wall, partition, or portion thereof, or of any structural beam or load bearing component; (ii) the removal or change of any required means of egress, or the rearrangement of parts of a structure in a manner which affects egress; (iii) the enlargement, alteration, replacement or relocation of any building system; or (iv) the removal from service of all or part of a fire protection system for any period of time.

(c) Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

(d) Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information, as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

(1) a description of the proposed work

(2) the tax map number and the street address of the premises where the work is to be performed;

(3) the occupancy classification of any affected building or structure;

(4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and

(5) at least 2 sets of construction documents (drawings and/or specifications) which (i) define the scope of the proposed work; (ii) are prepared by a New York State registered architect or licensed professional engineer where so required by the Education Law; (iii) indicate with sufficient clarity and detail the nature and extent of the work proposed; (iv) substantiate that the proposed work will comply with the Uniform Code and the Energy Code; and (v) where applicable, include a site plan that shows any existing and proposed buildings and structures on the site, the location of any existing or proposed well or septic system, the location of the intended work, and the distances between the buildings and structures and the lot lines.

(e) Construction documents. Construction documents will not be accepted as party of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision (d) of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp. One set of the accepted construction documents shall be retained by the

Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

Comment [PB5]: Edit to remove blank line

(f) Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

(g) Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

(h) Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

(i) Time limits. Building Permits shall become invalid unless the authorized work is commenced within 12 months following the date of issuance. Building Permits shall expire 15 months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.

(j) Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

(k) Fee. The fee specified in or determined in accordance with the provision set forth in section 16 (Fees) of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

SECTION 5. CONSTRUCTION INSPECTION.

(a) Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by

Comment [PB6]: Edit to remove blank line:

the Code Enforcement Officer. The Permit Holder shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.

(b) Elements of work to be inspected. The following elements of the construction process shall be inspected made, where applicable:

- (1) work site prior to the issuance of a Building Permit;
- (2) footing and foundation;
- (3) preparation for concrete slab;
- (4) framing;
- (5) building systems, including underground and rough-in;
- (6) fire resistant construction
- (7) fire resistant penetrations
- (8) solid fuel burning heating appliances, chimneys, flues or gas vents;
- (9) Energy Code compliance, and
- (10) A final inspection after all work authorized by the Building Permit has been Completed.

Comment [PB7]: Add (6) Electrical inspections for installation of service, rough in wiring and final inspections shall be performed by an approved third party electrical inspector. Change the following numbers as necessary.

(c) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to where the work fails to comply with the Uniform Code or Energy Code. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

(d) Fee. The fee specified in or determined in accordance with provision set forth in section 16 (Fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section.

SECTION 6. STOP WORK ORDERS.

(a) Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:

(1) any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

(b) Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

(c) Service of Stop Work Orders. The Code Enforcement Officer shall serve, or cause to be served, the Stop Work Order, or a copy thereof, on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Code Enforcement Officer shall be permitted, but not required, to serve, or cause to be served the Stop Work Order, or a copy thereof, on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

(d) Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder and any other Person performing, taking part in or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order.

(e) Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 15 (Violations) of this local law or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

SECTION 7. Certificate of Occupancy

(a) Certificate of Occupancy required. A Certificate of Occupancy shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy.

(b) Issuance of Certificate of Occupancy. The Code Enforcement Officer shall issue a Certificate of Occupancy if the work which was the subject of the Building Permit was

completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure or work prior to the issuance of a Certificate of Occupancy. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy, shall be provided to the Officer prior to the issuance of the Certificate of Occupancy.

(1) a written statement of structural observations and/or a final report of special inspections,
and

(2) flood hazard certifications.

(c) Contents of Certificate of Occupancy. A Certificate of Occupancy shall contain the following information:

(1) the Building Permit number, if any;

(2) the date of issuance of the Building Permit, if any;

(3) the name, address and tax map number of the property;

(4) if the Certificate of Occupancy is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy is issued;

(5) the use and occupancy classification of the structure;

(6) the type of construction of the structure;

(7) the assembly occupant load of the structure, if any;

(8) if an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required.

(9) any special conditions imposed in connection with the issuance of the Building Permit;
and

(10) the signature of the Code Enforcement Officer issuing the Certificate of Occupancy and the date of issuance.

(d) Temporary Certificate. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate unless the Code

Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate, may be occupied safely, (2) that any fire- and smoke-detecting or fire protection equipment which has been installed is operational, and (3) that all required means of egress from the building or structure have been provided. The Code Enforcement Officer may place special conditions on the Temporary Certificate as appropriate to ensure safety or to further the purposes and intent of the Uniform Code. A Temporary Certificate shall be effective for a period of time, not to exceed [6] months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate. During the specified period of effectiveness of the Temporary Certificate, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

Comment [PB8]: Insert space

Comment [PB9]: Insert "place special conditions on the Temporary Certificate"

(e) Revocation or suspension of certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy or a Temporary Certificate was issued in error because of incorrect, inaccurate or incomplete information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.

(f) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 (Fees) of this local law must be paid at the time of submission of an application for a Certificate of Occupancy or for a Temporary Certificate.

SECTION 8. NOTIFICATION REGARDING FIRE OR EXPLOSION

The chief of any fire department providing fire fighting services for a property within this Village shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney or gas vent.

SECTION 9. UNSAFE BUILDING AND STRUCTURES

Unsafe structures and equipment in this Village shall be identified and addressed in accordance with the procedures established by Chapter 43 of the Code of the Village of Saranac Lake, "Buildings, Unsafe", as now in effect or as hereafter amended from time to time.

Comment [PB10]: Change to "The Uniform Fire Prevention and Buiding Code,"

SECTION 10. OPERATING PERMITS.

(a) Operation Permits required. Operating Permits shall be required for conducting the activities or using the categories of buildings listed below:

(1) manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4) in the publication entitled Fire Code of New York State" and incorporated by reference in 19NYCRR section 1225.1;

(2) hazardous processes and activities, including but not limited to, commercial and industrial operations which produce combustible dust as a byproduct, fruit and crop ripening, and waste handling;

(3) use of pyrotechnic devices in assembly occupancies;

(4) buildings containing one or more areas of public assembly with an occupant load of 100 persons or more; and

(5) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Village Board.

Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

(b) Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

(c) Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an Operating Permit.

(d) Multiple Activities. In any circumstances in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in his or her discretion, issue a single Operating Permit to apply to all such activities.

(e) Duration of Operating Permits. Operating permits shall be issued for such period of time, not to exceed one year in the case of any Operating Permit issued for an area of public assembly and not to exceed three years in any other case, as shall be determined by the Code Enforcement Officer to be consistent with local considerations. The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

(f) Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provisions of the Uniform Code, such Operating Permit shall be revoked or suspended.

(g) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 (Fees) of this local law must be paid at the time of submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

SECTION 11. FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS

(a) Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:

(1) Fire safety and property maintenance inspections of buildings or structures which contain an area of public assembly shall be performed at least once every twelve (12) months.

(2) Fire safety and property maintenance inspections of buildings or structures being occupied as dormitories shall be performed at least once every twelve (12) months.

(3) Fire safety and property maintenance inspections of all multiple dwellings not included in paragraphs (1) or (2) of this subdivision, and all non-residential buildings, structures, uses and occupancies not included in paragraphs (1) or (2) of this subdivision, shall be performed at least once every 36- months.

(b) Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at any time upon:

(1) the request of the owner of the property to be inspected or an authorized agent of such owner;

(2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or

(3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or energy Code exist; provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

(c) OFPC Inspection. Nothing in this section or in any other provision of this local law shall supersede, limit or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator under Executive Law section 156-e and Education Law section 807-b.

(d) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 (Fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by the OFPC.

SECTION 12. COMPLAINTS

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law, ordinance or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

(a) performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;

(b) if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 15 (violations) of this local law;

(c) if appropriate, issuing a Stop Work Order;

(d) if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

SECTION 13. RECORD KEEPING.

(a) The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

(1) all applications received, reviewed and approved or denied;

(2) all plans, specifications and construction documents approved;

(3) all Building Permits, Certificates of Occupancy, Temporary Certificates, Stop Work Orders, and Operating Permits issued;

(4) all inspections and tests performed;

(5) all statements and reports issued;

(6) all complaints received

(7) all investigations conducted;

(8) all other features and activities specified in or contemplated by sections 4 through 12, inclusive, of this local law, including; and

(9) all fees charged and collected.

(b) All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period as required by the State law and regulation.

SECTION 14. PROGRAM REVIEW AND REPORTING

(a) The Code Enforcement Officer shall annually submit to Village Board a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 13 (Record Keeping) of this local law and a report and summary of all appeals or litigation pending or concluded.

(b) The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this Village, on a form prescribed by the Secretary of State, a report of the activities of this Village relative to administration and enforcement of the Uniform Code.

(c) The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials this Village is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of this Village in connection with administration and enforcement of the Uniform Code.

SECTION 15: VIOLATIONS

(a) Compliance Orders. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. Upon finding that any such condition or activity exists, the Code Enforcement Officer shall issue a Compliance Order. The Compliance Order shall (1) be in writing; (2) be dated and signed by the Code Enforcement Officer; (3) specify the condition or activity that violates the Uniform Code, the Energy Code or this local law; (4) specify the provision or provisions of the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity; (5) specify the period of time which the Code Enforcement Officer deems to be reasonably necessary for achieving compliance; (6) direct that compliance be achieved within the specified period of time; and (7) state that an action or proceeding to compel compliance may be instituted if compliance is not achieved within the specified period of time. The Code Enforcement Officer shall cause the Compliance Order, or a copy thereof, to be served in any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part of assisting in work being performed at the affected property personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

(b) Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

Comment [PB11]: Replace entire section to reflect Orders to Remedy language as outlined in 19 NYCRR 1203.5, dated January 12, 2015. Attached separately.

(c) Civil penalties. In addition to those penalties proscribed by State law, any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code enforcement Officer pursuant to any provision of this local law, shall be liable to a civil penalty of not more than \$200 for each day or part thereof during which such violation continues. The civil penalties provided by this subdivision shall be recoverable in an action instituted in the name of this Village.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of this Village, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Temporary Certificate, Stop Work Order, operating Permit, Compliance Order, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Compliance Order or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of this Village, in the Supreme Court of in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Village Board.

(e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

SECTION 16: FEES

A fee schedule shall be established by resolution of the Village Board of this Village. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificate of Occupancy, Temporary Certificates, Operating

Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this local law.

SECTION 17. INTERMUNICIPAL AGREEMENTS

The Village Board may, by resolution, authorize the Code Enforcement Officer and Building Inspector of this Village to enter into an agreement, in the name of this Village, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 18. PARTIAL INVALIDITY

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

SECTION 19. EFFECTIVE DATE

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

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

SUBJECT: Adopt Amendment to Development Code - Brewpub Date: 10-22-2018

DEPT OF ORIGIN: Village Manager BILL # 112 -2018

DATE SUBMITTED: EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Adopt Amendment to Development Code - Brewpub

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

**RESOLUTION
OF THE
VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES**

SUBJECT: RESOLUTION AMENDING THE VILLAGE OF SARANAC LAKE DEVELOPMENT CODE

WHEREAS, in 2016 the Village Board of Trustees adopted the Village of Saranac Lake Unified Development Code; and;

WHEREAS, the Code does not define or expressly provide for a Brewpub use; and

WHEREAS, the Board has received draft Development Code amendments with input from the Development Board; and

WHEREAS, in consideration of the circumstances as described above the Board needs to amend the Code to add a Brewpub definition to Section 106-6 and amend Schedule 1 Allowed Uses Section 106 attachment 1 pages 1-3; 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 Development Code with changes as set forth in Exhibit 'A'.
- (2) The amendment will become effective upon filing with the Secretary of State.

VILLAGE OF SARANAC LAKE DEVELOPMENT CODE PROPOSED AMENDMENT

Section 106-6 Definitions.

ADD:

Brewpub - An establishment where beer and malt beverages are made on the premises in conjunction with a restaurant or tavern use.

Exhibit "A"

Village of Saranac Lake Development Code amendments

- 1. Section 106-6; New Definition - Brewpub**
- 2. Section 106 attachment 1:1, 1:2 and 1:3; Amend Schedule 1 Allowed Uses to add Brewpub Use**

SARANAC LAKE CODE

Village of Saranac Lake - Unified Development Code:
Schedule #1 - Allowed Uses

Land Use Type:	Districts:																																					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34				
	District A-1	District A-2	District A-3	District A-4	District A-5	District B-1	District B-2	District B-3	District B-4	District C-1	District C-2	District C-3	District C-4	District D-1	District D-2	District D-3	District E-1	District E-2	District E-3	District F-1	District F-2	District G	District H-1	District H-2	District H-3	District I	District J-1	District J-2	District K-1	District K-2	District K-3	District K-4	District L-1	District L-2	District L-3			
Commercial																																						
1 Amusement and Recreation Services						S	S		S								SP	S				S				S												
2 Antique Shop						A	A	A	A								A	SP	A			A				S		S									S	
3 Agri-Business						SP	S		S																	S		S								A	A	
4 Artisan Workshop	SP	SP	SP	SP	SP	A	A	A	A	SP	SP	SP	SP	SP	SP	S	S	S	SP	S	S							S										
5 Arts Spaces	SP	SP	SP	SP	SP	A	A	A	A	SP	SP	SP	SP	A	SP	S	S	S	SP	S	S	SP	SP			S	A	A										
6 Automotive Dealer									SP																S	S	SP	S	SP	SP				S	A	A		
7 Automotive Repair/Service									S														SP					S										
8 Bank						A	A	SP	A														S					S									S	
9 Bank, Drive-Through						SP	SP	SP	SP								A	SP				A						S									S	
10 Bed and Breakfast	SP	SP	SP	SP	SP	A	A	A	A	SP	SP	SP	SP	SP	SP		SP	S			SP						S								S	S		
11 Boat Storage, Commercial							SP		SP																S		SP	S	SP	SP	S			S	SP	SP		
12 Brewpub						SP	SP	S	SP									SP	SP	SP				S													S	
13 Building Material Supply									SP							S	S	S					SP														S	
14 Car wash									SP															SP				S									S	
15 Cinema						SP	SP	SP	A								S						SP														S	
16 Driving Range																	SP	SP	SP				SP														S	
17 Farmer's Market						SP	SP		SP									SP	SP	SP				S				S										S
18 Funeral Home						S		S									SP	SP	SP				S				S	S									S	
19 Gasoline Station									SP															S			S	S										S
20 Gasoline Station/Auto Repair/Service									SP															S				S										S
21 Gasoline Station/Retail Sales									SP									S						SP				S										S
22 Greenhouse, Commercial						S	S		SP		SP					S	S	S	S					SP				S										S
23 Hotel/Motel						SP	SP	S	SP					S				SP	SP	SP				S				S	S									S
24 Housekeeping Cottage	SP	SP	SP	SP	SP	A	A	A	A	SP	SP	SP	SP	SP	SP		A	SP ¹	A	SP	SP	S	S			S	S										S	
25 Kennel																S	SP							S				S	SP	SP	SP	SP			S	SP	S	
26 Marina, Type I		SP				SP	SP																	S			S										S	
27 Marina, Type II		SP				SP	SP	SP	SP																													
28 Medical Clinic						A	A	S	A								A	SP	A				SP					S	S								S	

Symbol Legend: P Permitted SP Site Plan Review Required A Administrative Permit Required S Special Use Permit Required Note: Blank cells indicate use is not permitted.

Brewpub use inserted at line 12

DEVELOPMENT CODE

Village of Saranac Lake - Unified Development Code:
Schedule #1 - Allowed Uses

Land Use Type:	Districts:																																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34			
	District A-1	District A-2	District A-3	District A-4	District A-5	District B-1	District B-2	District B-3	District B-4	District C-1	District C-2	District C-3	District C-4	District D-1	District D-2	District D-3	District E-1	District E-2	District E-3	District F-1	District F-2	District G	District H-1	District H-2	District H-3	District I	District J-1	District J-2	District K-1	District K-2	District K-3	District K-4	District L-1	District L-2	District L-3		
Commercial (continued)																																					
28 Mixed Use						A	A	Ⓢ	A								A	SP	A			A															
28 Multi-Use Building						SP		Ⓢ	SP								SP	SP	SP			Ⓢ					Ⓢ	Ⓢ				Ⓢ			Ⓢ	SP	
29 Office						A	A	Ⓢ	A								A	SP	A			Ⓢ					Ⓢ								Ⓢ	Ⓢ	
30 Outdoor Storage, Type II									Ⓢ							Ⓢ											Ⓢ	Ⓢ							SP	SP	
31 Personal Services						A	A	A	A							Ⓢ						Ⓢ													Ⓢ	Ⓢ	
32 Recreation Facility, Private						SP	SP		SP							Ⓢ	SP	SP	SP			SP						SP								SP	SP
33 Research and Development Facility						A	A	A	A							SP	A	SP	A			A						SP								SP	
34 Restaurant						A	A	A	A								A	SP	A			A						Ⓢ	Ⓢ							SP	
35 Restaurant, Drive Through									SP									SP	A			A							Ⓢ							SP	
36 Restaurant, Fast Food						A	SP	SP	SP								SP	SP	SP			Ⓢ							Ⓢ								
37 Retail Sales, Type I						A	A	A	A								A	SP	A			A						Ⓢ	Ⓢ							Ⓢ	
38 Retail Sales, Type II						Ⓢ			Ⓢ								Ⓢ	Ⓢ				Ⓢ					Ⓢ	Ⓢ							SP	SP	
39 Retail Sales, Outdoors						Ⓢ	Ⓢ	Ⓢ	Ⓢ							Ⓢ	Ⓢ	Ⓢ				Ⓢ						Ⓢ	Ⓢ							Ⓢ	
40 Retail Store, Convenience						SP	SP		SP								SP	SP				SP						Ⓢ								Ⓢ	
41 Sawmill																																				Ⓢ	
42 Self-Service Storage Facility																Ⓢ																					
43 Shopping Center									SP																												
44 Tavern						SP	SP	Ⓢ	SP								SP	SP	SP			Ⓢ						Ⓢ									
45 Tourist Attraction						SP	Ⓢ	SP	SP								SP	SP	Ⓢ			SP					Ⓢ	Ⓢ								Ⓢ	
46 Veterinary Clinic/Hospital						SP	SP	Ⓢ	SP								SP	SP	Ⓢ			SP					Ⓢ	Ⓢ								Ⓢ	
Industrial																																					
1 Chemical and Petroleum Storage																																					
2 Contractor Storage Yard																Ⓢ																					
3 Heavy Equipment Repair																Ⓢ																				Ⓢ	
4 Industry, Type I																Ⓢ	Ⓢ																			Ⓢ	
5 Industry, Type II																Ⓢ												Ⓢ								Ⓢ	
6 Mining						SP										Ⓢ																				Ⓢ	
7 Transfer Station																																					
8 Warehouse																Ⓢ																					
Accessory Uses																																					
																																					Ⓢ
For All Districts and Sub-Districts: Allowed accessory uses are those uses that are customarily subordinate and incidental to allowed principal uses.																																					
Symbol Legend: P Permitted SP Site Plan Review Required A Administrative Permit Required Ⓢ Special Use Permit Required Note: Blank cells indicate use is not permitted.																																					

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
Approval of 2019 Town Fire Contracts**

SUBJECT: 2019 Town Fire Contracts

FOR AGENDA: October 22, 2018

DEPT OF ORIGIN: John M. Sweeney

BILL # 113-2018

DATE SUBMITTED: October 18, 2018

EXHIBITS: Fire Contracts & Calculations

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0.00

AMOUNT
BUDGETED: \$0.00

APPROPRIATION
REQUIRED: \$0.00

**SUMMARY STATEMENT
RECOMMENDED ACTION**

Authorize the Village Manager to execute 2019 Fire Contracts on behalf of the Village.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE MURPHY _____

TRUSTEE SHAPIRO _____

TRUSTEE VANCOTT _____

**RESOLUTION APPROVING
2019 FIRE SERVICE CONTRACTS
BETWEEN
THE VILLAGE OF SARANAC LAKE
AND
THE TOWNS OF HARRIETSTOWN, NORTH ELBA, ST. ARMAND,**

WHEREAS, The Towns of Harriestown, North Elba, and St. Armand are in need of Fire Protection Services, and;

WHEREAS, The Village of Saranac Lake has the resources to provide such services to the townships;

WHEREAS, The Village of Saranac Lake bases the contract amounts on assessment figures for each jurisdiction and projected operating budget for the next fiscal year,

NOW, THEREFORE BE IT RESOLVED, The Village of Saranac Lake Board of Trustees, approves the Fire Contracts with the Towns and agrees to provide such services for the following considerations;

Town of Harriestown:	\$299,892.22
Town of North Elba:	\$ 42,852.16
Town of St. Armand:	\$ 25,037.10

BE IT FURTHER RESOLVED, The Village of Saranac Lake Board of Trustees authorizes the Village Manager to execute the contracts on behalf of the Village.

PRELIMINARY ASSESSMENT BASED CALCULATIONS FIRE CONTRACTS

		2018-2019					
VILLAGE BUDGET		\$693,235	Includes Fire Truck year 3 of 5				
NET BUDGET FIRE RESCUE		\$20,422	4% plus NYS mandated cancer benefit				
		\$713,657					
		\$516,124					
		\$197,534	(Labor & Benefits)				
MUNICIPALITY	SERVICE	TOWN FISCAL	FIRE SERVICES CONTRACT		2018-2019 CONTRACT	FIRE AREA ASSESSMENT	TAX ON \$150K HOME
			2018-2019 BUDGET	2018-2019 NET BUDGET			
Village of Saranac Lake	Fire	2018	\$516,124	\$0.00	28.742%	\$148,342.07	\$74.20
Town of Harrietstown	Fire	2018	\$516,124	\$0.00	58.105%	\$299,892.22	\$74.20
Town of North Elba	Fire	2018	\$516,124	\$0.00	8.303%	\$42,852.16	\$74.20
Town of St. Armand	Fire	2018	\$516,124	\$0.00	4.851%	\$25,037.10	\$74.20
Town of Santa Clara	N/A	2018	\$0	\$0.00	0.000%	\$0.00	\$0.00
Town of Brighton	N/A	2018	\$0	\$0.00	0.00%	\$0.00	\$0.00
Town of Franklin	N/A	2018	\$0	\$0.00	0.00%	\$0.00	\$0.00
TOTAL			\$516,124	\$0.00	100.00%	\$516,123.55	\$1,042,891,602

FIRE SERVICES CONTRACT

	2018 CONTRACT	2019 CONTRACT	Difference \$	Difference %	TAX OLD	TAX NEW	TAX CHANGE \$150,000 HOME
Town of Harrietstown	\$276,983.22	\$299,892.22	\$22,909.00	8.27%	\$68.10	\$74.20	\$6.10
Town of North Elba	\$39,394.11	\$42,852.16	\$3,458.05	8.78%	\$71.90	\$74.20	\$2.30
Town of St. Armand	\$23,072.58	\$25,037.10	\$1,964.52	8.51%	\$70.40	\$74.20	\$3.80
Town of Santa Clara	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Town of Brighton	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Town of Franklin	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
TOTAL	\$476,749.10	\$516,123.55	\$39,374.45				

FIRE CONTRACT AGREEMENT – 2019

AGREEMENT made this _____ day of _____, 2018 by and between the **VILLAGE OF SARANAC LAKE** (“VILLAGE”) and the **TOWN OF ST. ARMAND** (“TOWN”) for the district (“DISTRICT”) as described in attachment.

WHEREAS, the VILLAGE has provided the services of the Village of Saranac Lake Fire Department (“FIRE DEPARTMENT”) for fire protection and rescue services pursuant to General Municipal Law Section 209-b and fire police protection pursuant to General Municipal Law Section 209-c to the TOWN; and

WHEREAS, the VILLAGE is willing to continue to provide said services of its FIRE DEPARTMENT to the TOWN; and

WHEREAS, the TOWN desires to continue to utilize such services; and

WHEREAS, the TOWN is fully familiar and aware of the equipment, facilities and personnel maintained by the FIRE DEPARTMENT; and

WHEREAS, following a public hearing to consider the proposed provisions of the Agreement duly called by said Town Board on _____, 2018 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated _____, 2018 duly authorized the TOWN to enter into an Agreement with the VILLAGE for the furnishing of fire protection and rescue services pursuant to General Municipal Law Section 209-b, and fire protection pursuant to General Municipal Law Section 209-c, to said DISTRICT upon the terms and conditions as hereinafter set forth; and

WHEREAS, this Agreement has also been duly authorized by a resolution of the Board of Trustees of the VILLAGE dated October 22, 2018 and the FIRE DEPARTMENT has duly approved the proposed provisions of this Agreement and expressed its willingness to consent to the terms of this Agreement by duly executing the annexed consent.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

FIRST: The VILLAGE shall continue to make available and provide such FIRE DEPARTMENT services, as it has heretofore made available to the TOWN.

SECOND: The failure of the VILLAGE to provide the aforesaid services shall not be deemed a breach of this Agreement, if such failure is caused by acts of God, acts of the public enemy, acts of the Federal, State or County Government, or others acts and conditions of a similar nature. No person (other than the parties hereto) shall be deemed to be a beneficiary under this agreement, nor is this Agreement intended, in any manner, to create any rights or causes of action, on behalf of any person, against either of the parties.

THIRD: The TOWN will pay the VILLAGE a contract amount as follows:

Year	St Armand Contract	Payment by February 1, 2018
2019	\$25,037.10	\$25,037.10

Payment is due before February 1, 2019. Failure to make timely payments shall relieve the FIRE DEPARTMENT and volunteers of any obligation to render fire protection, rescue services or fire police protection pursuant to the terms of this Agreement. The Town remains liable for its share of costs for the period of time it received services. If any Town decides not to sign their Fire Contract Agreement, then the contract amounts for the remaining Towns and the Village will increase proportionally and become due in the same fiscal year.

FOURTH: Since the VILLAGE presently carries and maintains insurance coverage indemnifying the VILLAGE and its FIRE DEPARTMENT for any loss or damage sustained to their fire apparatus or other equipment used in the performance of the services provided for herein, including answering or attending upon or returning from a call originating in the DISTRICT for fire protection rescue services and fire police assistance, the TOWN shall not be required to maintain similar insurance providing such coverage. However, the TOWN agrees to indemnify the VILLAGE and its FIRE DEPARTMENT for any such loss or damage not covered by insurance.

FIFTH: Members of the FIRE DEPARTMENT or Volunteer Fire Company of the VILLAGE, while engaged in the performance of their duties in providing the services provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village of Saranac Lake, Essex and Franklin Counties, New York.

SIXTH: The monies required to be paid or expended by the TOWN under the terms of this Agreement shall be a charge upon the DISTRICT, to be levied and assessed upon the taxable property in the DISTRICT and collected with the TOWN taxes or as otherwise provided.

SEVENTH: This Agreement shall be effective for a one year period from January 1, 2019 to December 31, 2019, and it shall be enforced according to the terms and conditions as herein set forth. Under no circumstances, however, shall the term of this Agreement extend beyond December 31, 2019.

EIGHTH: Nothing herein shall restrict or limit the VILLAGE in the internal management of its FIRE DEPARTMENT or company, or limit it in the stationing, acquisition or disposal of its equipment. It is the intention of the VILLAGE, so far as practicable, to maintain its present personnel, apparatus and equipment.

NINTH: This Agreement is expressly conditioned on obtaining the approval of the FIRE DEPARTMENT in accordance with the provisions of Section 209-D of the General Municipal Law. The signed certification of the Fire Chief, attached as Exhibit A, shall be proof of such consent.

FOR: TOWN OF ST ARMAND

DATE _____ BY: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

On this _____ day of _____, 2018, before me, the subscriber, personally appeared _____, the _____ of the Town of St. Armand, to me personally known, being by me duly sworn, did depose and say that he/she is the _____, the party described in and which executed the foregoing Agreement, and that he/she was authorized by a majority vote of the Town Board of the Town of St. Armand to execute the foregoing instrument, and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

FOR: FIRE DEPARTMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

I, BRENDAN KEOUGH, residing at 18 St. Bernard St., Saranac Lake, New York do certify as follows:

1. I am the Fire Chief of the Village of Saranac Lake.
2. In such capacity, I have charge of the Volunteer Fire Company of the Village of Saranac Lake.
3. That the Fire Department of the Village of Saranac Lake has consented to the annexed Agreement, after a receipt of a copy thereof.

Sworn to before me this _____ day of _____, 2018.

NOTARY PUBLIC

FIRE CONTRACT AGREEMENT – 2019

AGREEMENT made this _____ day of _____, 2018 by and between the **VILLAGE OF SARANAC LAKE** (“VILLAGE”) and the **TOWN OF NORTH ELBA** (“TOWN”) for the district (“DISTRICT”) as described in attachment.

WHEREAS, the VILLAGE has provided the services of the Village of Saranac Lake Fire Department (“FIRE DEPARTMENT”) for fire protection & rescue services pursuant to General Municipal Law Section 209-b and fire police protection pursuant to General Municipal Law Section 209-c to the TOWN; and

WHEREAS, the VILLAGE is willing to continue to provide said services of its FIRE DEPARTMENT to the TOWN; and

WHEREAS, the TOWN desires to continue to utilize such services; and

WHEREAS, the TOWN is fully familiar and aware of the equipment, facilities and personnel maintained by the FIRE DEPARTMENT; and

WHEREAS, following a public hearing to consider the proposed provisions of the Agreement duly called by said Town Board on _____, 2018 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated _____, 2018 duly authorized the TOWN to enter into an Agreement with the VILLAGE for the furnishing of fire protection and rescue services pursuant to General Municipal Law Section 209-b, and fire police protection pursuant to General Municipal Law Section 209-c, to said DISTRICT upon the terms and conditions as hereinafter set forth; and

WHEREAS, this Agreement has also been duly authorized by a resolution of the Board of Trustees of the VILLAGE dated October 22, 2018 and the FIRE DEPARTMENT has duly approved the proposed provisions of this Agreement and expressed its willingness to consent to the terms of this Agreement by duly executing the annexed consent.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

FIRST: The VILLAGE shall continue to make available and provide such FIRE DEPARTMENT services, as it has heretofore made available to the TOWN.

SECOND: The failure of the VILLAGE to provide the aforesaid services shall not be deemed a breach of this Agreement, if such failure is caused by acts of God, acts of the public enemy, acts of the Federal, State or County Government, or others acts and conditions of a similar nature. No person (other than the parties hereto) shall be deemed to be a beneficiary under this agreement, nor is this Agreement intended, in any manner, to create any rights or causes of action, on behalf of any person, against either of the parties.

THIRD: The TOWN will pay the VILLAGE a contract amount as follows:

Year	North Elba Contract	Payment by February 1, 2018
2019	\$42,852.16	\$42,852.16

Payment is due before February 1, 2019. Failure to make timely payments shall relieve the FIRE DEPARTMENT and volunteers of any obligation to render fire protection, rescue services or fire police protection pursuant to the terms of this Agreement. The Town remains liable for its share of costs for the period of time it received services. If any Town decides not to sign their Fire Contract Agreement, then the contract amounts for the remaining Towns and the Village will increase proportionally and become due in the same fiscal year.

FOURTH: Since the VILLAGE presently carries and maintains insurance coverage indemnifying the VILLAGE and its FIRE DEPARTMENT for any loss or damage sustained to their fire apparatus or other equipment used in the performance of the services provided for herein, including answering or attending upon or returning from a call originating in the DISTRICT for fire protection, rescue services and fire police assistance, the TOWN shall not be required to maintain similar insurance providing such coverage. However, the TOWN agrees to indemnify the VILLAGE and its FIRE DEPARTMENT for any such loss or damage not covered by insurance.

FIFTH: Members of the FIRE DEPARTMENT or Volunteer Fire Company of the VILLAGE, while engaged in the performance of their duties in providing the services provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village of Saranac Lake, Essex and Franklin Counties, New York.

SIXTH: The monies required to be paid or expended by the TOWN under the terms of this Agreement shall be a charge upon the DISTRICT, to be levied and assessed upon the taxable property in the DISTRICT and collected with the TOWN taxes or as otherwise provided.

SEVENTH: This Agreement shall be effective for a one year period from January 1, 2019 to December 31, 2019, and it shall be enforced according to the terms and conditions as herein set forth. Under no circumstances, however, shall the term of this Agreement extend beyond December 31, 2019.

EIGHTH: Nothing herein shall restrict or limit the VILLAGE in the internal management of its FIRE DEPARTMENT or company, or limit it in the stationing, acquisition or disposal of its equipment. It is the intention of the VILLAGE, so far as practicable, to maintain its present personnel, apparatus and equipment.

NINTH: This Agreement is expressly conditioned on obtaining the approval of the FIRE DEPARTMENT in accordance with the provisions of Section 209-D of the General Municipal Law. The signed certification of the Fire Chief, attached as Exhibit A, shall be proof of such consent.

FOR: TOWN OF NORTH ELBA

DATE _____ BY: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ESSEX)

On this _____ day of _____, 2018, before me, the subscriber, personally appeared _____, the _____ of the Town of North Elba, to me personally known, being by me duly sworn, did depose and say that he/she is the _____, the party described in and which executed the foregoing Agreement, and that he/she was authorized by a majority vote of the Town Board of the Town of North Elba to execute the foregoing instrument, and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

FOR: FIRE DEPARMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

I, BRENDAN KEOUGH, residing at 18 St. Bernard St., Saranac Lake, New York do certify as follows:

- 1. I am the Fire Chief of the Village of Saranac Lake.
- 2. In such capacity, I have charge of the Volunteer Fire Company of the Village of Saranac Lake.
- 3. That the Fire Department of the Village of Saranac Lake has consented to the annexed Agreement, after a receipt of a copy thereof.

Sworn to before me this _____ day of _____, 2018.

NOTARY PUBLIC

FIRE CONTRACT AGREEMENT – 2019

AGREEMENT made this _____ day of _____, 2018 by and between the **VILLAGE OF SARANAC LAKE** (“VILLAGE”) and the **TOWN OF HARRIETSTOWN** (“TOWN”) for the district (“DISTRICT”) as described in attachment.

WHEREAS, the VILLAGE has provided the services of the Village of Saranac Lake Fire Department (“FIRE DEPARTMENT”) for fire protection services and rescue services pursuant to General Municipal Law Section 209-b and fire police protection pursuant to General Municipal Law Section 209-c to the TOWN; and

WHEREAS, the VILLAGE is willing to continue to provide said services of its FIRE DEPARTMENT to the TOWN; and

WHEREAS, the TOWN desires to continue to utilize such services; and

WHEREAS, the TOWN is fully familiar and aware of the equipment, facilities and personnel maintained by the FIRE DEPARTMENT; and

WHEREAS, following a public hearing to consider the proposed provisions of the Agreement duly called by said Town Board on _____, 2018 pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board, by resolution dated _____, 2018 duly authorized the TOWN to enter into an Agreement with the VILLAGE for the furnishing of fire protection and rescue services pursuant to General Municipal Law Section 209-b, and fire police protection pursuant to General Municipal Law Section 209-c, to said DISTRICT upon the terms and conditions as hereinafter set forth; and

WHEREAS, this Agreement has also been duly authorized by a resolution of the Board of Trustees of the VILLAGE dated October 22, 2018 and the FIRE DEPARTMENT has duly approved the proposed provisions of this Agreement and expressed its willingness to consent to the terms of this Agreement by duly executing the annexed consent.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

FIRST: The VILLAGE shall continue to make available and provide such FIRE DEPARTMENT services, as it has heretofore made available to the TOWN.

SECOND: The failure of the VILLAGE to provide the aforesaid services shall not be deemed a breach of this Agreement, if such failure is caused by acts of God, acts of the public enemy, acts of the Federal, State or County Government, or others acts and conditions of a similar nature. No person (other than the parties hereto) shall be deemed to be a beneficiary under this agreement, nor is this Agreement intended, in any manner, to create any rights or causes of action, on behalf of any person, against either of the parties.

THIRD: The TOWN will pay the VILLAGE a contract amount as follows:

Year	Harrietstown Contract	Payment by February 1, 2018
2019	\$299,892.22	\$299,892.22

Payment is due before February 1, 2019. Failure to make timely payments shall relieve the FIRE DEPARTMENT and volunteers of any obligation to render fire protection, rescue services or fire police protection pursuant to the terms of this Agreement. The Town remains liable for its share of costs for the period of time it received services. If any Town decides not to sign their Fire Contract Agreement, then the contract amounts for the remaining Towns and the Village will increase proportionally and become due in the same fiscal year.

FOURTH: Since the VILLAGE presently carries and maintains insurance coverage indemnifying the VILLAGE and its FIRE DEPARTMENT for any loss or damage sustained to their fire apparatus or other equipment used in the performance of the services provided for herein, including answering or attending upon or returning from a call originating in the DISTRICT for fire protection, rescue services and fire police assistance, the TOWN shall not be required to maintain similar insurance providing such coverage. However, the TOWN agrees to indemnify the VILLAGE and its FIRE DEPARTMENT for any such loss or damage not covered by insurance.

FIFTH: Members of the FIRE DEPARTMENT or Volunteer Fire Company of the VILLAGE, while engaged in the performance of their duties in providing the services provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village of Saranac Lake, Essex and Franklin Counties, New York.

SIXTH: The monies required to be paid or expended by the TOWN under the terms of this Agreement shall be a charge upon the DISTRICT, to be levied and assessed upon the taxable property in the DISTRICT and collected with the TOWN taxes or as otherwise provided.

SEVENTH: This Agreement shall be effective for a one year period from January 1, 2019 to December 31, 2019, and it shall be enforced according to the terms and conditions as herein set forth. Under no circumstances, however, shall the term of this Agreement extend beyond December 31, 2019.

EIGHTH: Nothing herein shall restrict or limit the VILLAGE in the internal management of its FIRE DEPARTMENT or company, or limit it in the stationing, acquisition or disposal of its equipment. It is the intention of the VILLAGE, so far as practicable, to maintain its present personnel, apparatus and equipment.

NINTH: This Agreement is expressly conditioned on obtaining the approval of the FIRE DEPARTMENT in accordance with the provisions of Section 209-D of the General Municipal Law. The signed certification of the Fire Chief, attached as Exhibit A, shall be proof of such consent.

FOR: TOWN OF HARRIETSTOWN

DATE _____ BY: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2018, before me, the subscriber, personally appeared _____, the _____ of the Town of Harrietstown, to me personally known, being by me duly sworn, did depose and say that he/she is the _____, the party described in and which executed the foregoing Agreement, and that he/she was authorized by a majority vote of the Town Board of the Town of Harrietstown to execute the foregoing instrument, and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

FOR: FIRE DEPARTMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF FRANKLIN)

I, BRENDAN KEOUGH, residing at 18 St. Bernard St., Saranac Lake, New York do certify as follows:

1. I am the Fire Chief of the Village of Saranac Lake.
2. In such capacity, I have charge of the Volunteer Fire Company of the Village of Saranac Lake.
3. That the Fire Department of the Village of Saranac Lake has consented to the annexed Agreement, after a receipt of a copy thereof.

Sworn to before me this _____ day of _____, 2018.

NOTARY PUBLIC

**VILLAGE OF SARANAC LAKE
BOARD OF TRUSTEES
APPROVING THE RELEVY OF
UNPAID WATER/SEWER BILLINGS
AND UNPAID VILLAGE TAXES
TO THE TOWN/COUNTY TAX BILLS**

SUBJECT: RELEVY WATER/SEWER/TAXES FOR AGENDA OF 10/22/2018

DEPT OF ORIGIN: JOHN SWEENEY BILL # 114-2018

DATE SUBMITTED: 10/18/2018 EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT

Authorization to relevy unpaid water and sewer and Village taxes to the Town/County tax bills.

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 RELEVY OF UNPAID
WATER/SEWER BILLINGS AND UNPAID VILLAGE TAXES
TO THE TOWN/COUNTY TAX BILL**

WHEREAS, the Village of Saranac Lake has unpaid water and sewer bills at the end of the current quarterly billing; and,

WHEREAS, the Village of Saranac Lake has unpaid Village taxes at the end of its collection period and,

WHEREAS, the Village of Saranac Lake may relevy these outstanding amounts on the Town/County tax bills to be issued in January 1, 2019,

NOW, THEREFORE BE IT RESOLVED, the Saranac Lake Village Board of Trustees authorizes the relevy of unpaid water/sewer bills and unpaid Village taxes to the Town/County Tax bills to be issued for January 1, 2019.

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

BILL NUMBER: 115-2018
SUBJECT: Letter of Support
FOR AGENDA OF: 10/22/2018
SPONSOR(S): Trustee Melinda Little
DATE SUBMITTED: 10/17/2018
EXHIBITS: None

BUDGET INFORMATION

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

SUMMARY STATEMENT

Letter of Support for Community Development Block Grant for funds to renovate the façade of the Lake Flower Apartments.

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE VAN COTT _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

**RESOLUTION SUPPORTING THE TOWN OF HARRIETSTOWN'S
2018 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR FUNDS
TO RENOVATE THE FAÇADE OF THE LAKE FLOWER APARTMENTS**

WHEREAS, the Lake Flower Apartments are operated by the Harrietstown Housing Authority;
and

WHEREAS, the Lake Flower Apartments provide safe and affordable housing specifically
designed for the convenience of the elderly and disabled individuals able to live independently;
and

WHEREAS, it is important to ensure the long-term viability of the Lake Flower Apartments; and

WHEREAS, the Lake Flower Apartments are a highly visible structure, the appearance of which
will be improved by the renovation of the façade; and

WHEREAS, the Town of Harrietstown has agreed to submit a Community Development Block
Grant on behalf of the Housing Authority for funds to renovate the façade of the Lake Flower
Apartments;

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees authorizes the Mayor to submit
a letter of support for the project.

Michael P. Kilroy, Supervisor
Town of Harrietstown
39 Main Street
Saranac Lake, NY 12983

Dear Supervisor Kilroy,

I write to express my support for the Town's 2018 Community Development Block Grant application for funds to renovate the façade of the Housing Authority's nine-story Lake Flower Apartments.

This multi-dwelling structure's long-term viability and the Housing Authority's provision of safe and affordable housing are important to the Village. The Apartments, with seventy-eight studio and one-bedroom units, are accessible to the elderly and those with disabilities. The location in the downtown, close to services and activities, adds vitality to the village streets with residents, visitors, and staff supporting local businesses and services. This proximity to so many amenities can render a car unnecessary, alleviating traffic and the need for parking.

The Lake Flower Apartments is also a highly visible structure. Its renovation will improve the overall appearance of the building/Village, which translates to more positive resident and visitor impressions.

This project is a win-win-win: for the Housing Authority's residents, for the Town, and for the Village. Best of luck to you as you pursue this project.

Sincerely,

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

SUBJECT: Approve Lease with Homeward Bounds Adirondack Date: 10-22-2018

DEPT OF ORIGIN : Village Manager BILL # 116 -2018

DATE SUBMITTED: EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Approve lease with Homeward Bounds Adirondack

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

LEASE AGREEMENT
(commercial)

THIS AGREEMENT, made this _____ day of October, 2018, is by and between THE VILLAGE OF SARANAC LAKE, 39 Main St., #9, Saranac Lake, NY12983 (herein after referred to as "Landlord") and HOMEWARD BOUND USA, INC. dba HOMEWARD BOUND ADIRONDACKS of PO Box 1100, 81 Main St., Suite 2, Saranac Lake, NY 12983 (hereinafter referred to as Tenant).

1. **AGREEMENT:** Landlord does hereby agree to lease to Tenant and Tenant does hereby agree to lease from landlord, the premises described below under all the terms and conditions stated herein.
2. **PREMISES:** The subject premises of this agreement shall be **24 Depot St., Saranac Lake, New York 12983.**
3. **TERM:** The term of this lease shall be for five years from **November 1st, 2018 through October 31, 2023.**
4. **RENT:**
 - (A) Tenant shall pay to Landlord as rent the yearly sum of **One Dollar (\$1.00)** on or before **November 1, 2018** and on or before the 1st (first) day of each year thereafter through **the end of 2023.** At that time, Tenant shall have the option to renew the Lease for an additional Five-Year period at the same rent.
 - (B) **SECURITY DEPOSIT:** Tenant shall pay an initial security deposit of \$1.00. This is due and payable at lease signing, receipt of which is hereby acknowledged upon Landlord signing this Lease.
 - (C) **TERMINATION:** Tenant shall provide Landlord with Six (6) Month Notice of intent to terminate the lease and vacate the premises.
5. **TAXES:** Landlord hereby agrees to pay all taxes assessed against the property during the term of this lease.
6. **UTILITIES:** Tenant shall pay all electrical, cable and/or satellite, telephone, Internet, Propane and or fuel oil charges for the leased premises, Tenant shall pay water and sewer charges assessed against leased premises.
7. **MAINTENANCE AND REPAIRS:** Tenant shall take good care of the leased premises and its fixtures and appliance (i.e. heating and cooling system) and shall suffer no waste or misuse of said premises or fixtures or appliances. Tenant shall be responsible for maintaining the interior of, and grounds surrounding, the premises, including means of ingress and egress for Tenants, guests or invitees, in a neat and clean condition, including snow and ice removal. If the premises, its fixtures or appliances are damaged or destroyed as a result of the neglect or misuse of same by tenant, his agents, servants, employees or business invitees, Tenant shall promptly repair or replace any such damaged item or portion of leased premises, at Tenant's own cost and expense. Landlord shall have the right to inspect said premises upon reasonable prior notice to Tenant to make sure that the premises are being maintained properly and also make repairs.

8. **COMPLY WITH LAWS AND ORDINANCES:** Tenant shall comply with all sanitary laws, ordinances and rules and all orders of the Board of Health or other authorities affecting the cleanliness, occupancy, use and preservation of leased premises during the term of this lease.
9. **STRUCTURAL ALTERATIONS:** Tenant shall not make any alterations or structural changes to leased premises without the prior written consent of Landlord.
10. **USE OF THE PREMISES:** Tenant shall use the leased premises for the business operations of a support group for injured veterans and no other use without the prior written consent of Landlord. Tenant shall suffer no excessive noise levels that would disturb upper tenants, i.e. loud music, bar or entertainment. Lessee shall comply with all sanitary laws, ordinances and rules and all orders of the Board of Health or other authorities affecting the cleanliness, occupancy, use and preservation of leased premises during the term of this Lease Agreement.
11. **SURRENDER OF PREMISES IN GOOD CONDITION:** Tenant shall deliver up and surrender the premises to Landlord at the expiration of the term of this lease in good order and condition, natural wear and tear excepted.
12. **MODIFICATION AND WAIVER:** A modification of any of the provisions of this lease agreement shall be effective only if made in writing and executed with the same formality as this original agreement. Failure of Landlord to insist upon strict performance under any of the provisions of this agreement shall not be construed to be a waiver of any subsequent defaults of the same or similar nature, or any other term of this agreement.
13. **REQUIRED BUSINESS INSURANCE:**
 - (A) Prior to moving into the commercial space, the Tenant will obtain its own property and liability insurance and give a certificate or a binder to Landlord;
 - (B) Tenant is required to keep business insurance in force at all times;
 - (C) Business policy will preferably be a BOP (business owner's policy) but at a minimum will carry commercial general liability in amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate for the policy year. Business owners will carry at least \$100,000.00 in fire legal liability and \$1,000.00 in medical payments. Tenant is responsible for insuring its own contents. The building owner's policy does not cover any contents;
 - (D) Tenant will name Landlord as a certificate holder/additional insured on insurance policy; and
14. **HOLD HARMLESS:** Tenant hereby agrees to forever release, discharge, acquit, defend and indemnify, and forgive any and all claims, debts, actions, suits, demands, agreements, and each of them, if more than one, liabilities, judgments, and proceedings both at law and in equity arising from the beginning of time to the date of these presents which it has, or may have at any time in the future against the Landlord as it may pertain to (1) Tenant's use of the subject premises to the extent that Landlord has complied with all of their obligations under the terms of this Lease and (2) any third-party claims, debts, suits, actions, etc. as set forth above, arising out of Tenant's use of the subject premises.
15. **PERSONAL GUARANTEE (If applicable - where Tenant is a business entity):** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Landlord to enter into a Lease with Tenant, the Undersigned hereby absolutely and

unconditionally guarantees to Landlord the full and prompt payment when due the debts, liabilities and obligations of Tenant's responsibilities pursuant to this agreement. This is an absolute, unconditional and continuing guaranty of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Landlord, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Landlord. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking.

16. SIGN: Tenant may install a sign on the exterior of building with prior acceptance by Landlord as to location and size.
17. NOTICE: Whenever in this lease there shall be required or permitted that notice or demand be given or served by either party to this lease, to or on the other, such notice or demand shall be given or served in writing, by regular first-class mail, addressed as follows:

TO THE LANDLORD AT: The Village of Saranac Lake
39 Main St., #9
Saranac Lake, NY 12983

TO THE TENANT AT: Homeward Bound Adirondack
PO Box 1100
Saranac Lake, NY 12983

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.

18. DEFAULT: 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.
19. MISCELLANEOUS:
- (A) 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.
 - (B) 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.
 - (C) 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.

- (D) 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.
- (E) This lease constitutes the final and entire agreement between Tenant and Landlord and there are no other agreements, written or verbal, affecting the subject matter of this agreement.

The parties shall sign this agreement in duplicate, each of which shall constitute an original.

LANDLORD:

TENANT:

By: _____
Its: John Sweeney
Village Manager

By: _____
Its: Mark Moeller

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

SUBJECT: Dedication of Streets

Date: 10-22-2018

DEPT OF ORIGIN : Village Manager

BILL # 117- -2018

DATE SUBMITTED:

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Dedication of the streets in Cedar Ridge Estates

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE SHAPIRO _____

TRUSTEE MURPHY _____

TRUSTEE VAN COTT _____

IN THE MATTER OF THE DEDICATION OF
STREETS IN THE VILLAGE OF SARANAC
LAKE, COUNTY OF FRANKLIN, STATE OF
NEW YORK

DEDICATION AND RELEASE

WHEREAS, application has been made by Rabideau Corp. to the Village Board of Trustees of the Village of Saranac Lake, Franklin County, New York for the acceptance by dedication of the streets within Cedar Ridge Estates subdivision, all of which is a part of the Village of Saranac Lake, being approximately 0.67 acres located off of Old Lake Colby Road, more particularly described in Schedule A, attached hereto and incorporated herein as though fully set out and as shown on the map recorded in Franklin County Clerk's Office as Instrument No./Map No. 2010-5002094.

NOW THEREFORE, Rabideau Corp. the owner of the land to be included in said streets does hereby dedicate, release and convey to the Village of Saranac Lake and its successors forever, for street purposes, the land described in a deed from Rabideau Corp. to the Village of Saranac Lake dated October ____, 2018 intended to be delivered to and recorded by the Village of Saranac Lake simultaneously herewith.

Together with all utilities located within said streets, include water and sewer lines and fire appurtenances and all the estates and rights of the grantor in and to the premises and utilities.

TO HAVE AND TO HOLD the above granted premises and utilities unto the Village of Saranac Lake and its successors forever as fully as if the same had been acquired in fee in trust for street and utility purposes by condemnation proceedings.

The undersigned certifies that no consideration has been paid for this dedication and conveyance.

IN WITNESS WHEREOF the undersigned has caused these presents to be duly executed the ____ day of October, 2018.

RABIDEAU CORP.

CLYDE M. RABIDEAU, JR., PRESIDENT

STATE OF NEW YORK)

COUNTY OF _____) SS:

On this _____ day of October, 2018, before me, the undersigned a notary public in and for said state, personally appeared CLYDE M. RABIDEAU, JR. , 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN THE MATTER OF THE DEDICATION OF
STREETS IN THE VILLAGE OF SARANAC
LAKE, COUNTY OF FRANKLIN, STATE OF
NEW YORK

ACCEPTANCE BY VILLAGE
BOARD OF TRUSTEES

Upon the dedication and release of Rabideau Corp. dated October ____, 2018, dedicating the streets within Cedar Ridge Estates subdivision, all of which is a part of the Village of Saranac Lake, being approximately 0.67 acres located off of Old Lake Colby Road, more particularly described in Schedule A, attached hereto and incorporated herein as though fully set out and as shown on the map recorded in Franklin County Clerk's Office as Instrument No./Map No. 2010-5002094, together with all utilities located within said streets, including water and sewer lines, including the water mains and laterals to the way boxes and fire appurtenances/hydrants and described in a deed from Rabideau Corp delivered to the Village of Saranac Lake with said dedication and release; now therefore be it

RESOLVED that in accordance with Section 6-610 of the Village Law of the State of New York, the Board of Trustees hereby accepts the dedication and the conveyance of said streets and appurtenances within the streets described in said dedication and shown on said map of street purposes; and it is further

RESOLVED that said Village Street shall hereafter be known as Cedar Ridge Drive; and it is further

RESOLVED that said Dedication and Release be recorded in the Office of the Clerk of the Village of Saranac Lake.

Dated: October ____, 2018.

<u>NAME</u>	<u>VOTE</u>	
	(Yea)	(Nay)
Mayor Rabideau	_____	_____
Trustee Van Cott	_____	_____
Trustee Shapiro	_____	_____
Trustee Little	_____	_____
Trustee Murphy	_____	_____

I certify that the Village of Saranac Lake Board of Trustees at a regular meeting held on October _____, 2018, passed the above resolution.

Kareen Tyler, Village Clerk

Schedule A

All that certain piece or 0.67 acre parcel of land situate in the Village of Saranac Lake, County of Franklin, State of New York being part of Township 20, Great Tract One, Macomb's Purchase lying east of Old Lake Colby Road, so-called, and being more particularly bounded and described as follows:

Beginning at a point in the center of Old Lake Colby Road at the southwest corner of the parcel herein described, a strip of land to be used as a Village Street for access and utilities serving Cedar Ridge, a subdivision of 2010 recorded in the Franklin County Clerk's Office as Inst. No./Map No. 2010-5002094;

Thence, North 02° 03' 00" East, 60.04 feet along the center of Old Lake Colby Road to a point at the northwest corner of the parcel;

Thence, South 85° 55' 52" East, 308.06 feet along the north bounds of a point-of-curvature;

Thence, Northeast, 35.90 feet along the bounds on a curve to the left having a radius of 50.00 feet, a central angle of 41° 08' 34", and a chord course of North 73° 29' 51" East, 35.14 feet to a point-of-tangency;

Thence, North 52° 55' 34" East, 50.39 feet to an angle point;

Thence, North 37° 04' 26" West, 25.00 feet to an angle point;

Thence, North 52° 55' 34" East, 50.00 feet to an angle point;

Thence, South 37° 04' 26" East, 25.00 feet to an angle point;

Thence, North 52° 55' 34" East, 25.00 feet to a point at the northeast corner of the parcel herein described;

Thence, South 37° 04' 26" East, 50.00 feet across the northeast terminus of the strip to a point in the southerly bounds;

Thence, South 52° 55' 34" West, 178.12 feet along the south bounds to an angle point;

Thence, North 85° 55' 52" West, 332.03 feet along the bounds to the Point-of-Beginning and encompassing therein 0.67 acres, more or less.

Being part of the premises conveyed by Doreen Gorgas and Kent R. Gorgas to Rabideau Corporation by deed dated the 10th day of July 2006 and recorded the 1st day of August 2006 in the Franklin County Clerk's Office in Deed Book 922 at Page 90.