

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES  
SPECIAL MEETING AGENDA 3:00PM  
Tuesday August 6, 2019**

**A. CALL TO ORDER**

**B. ITEMS FOR BOARD ACTION**

<b>BILL</b>	<b>98</b>	<b>2019</b>	<b>Authorize Lease Agreement with Franklin County for 3 Main Street Office Space</b>
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**C. 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.

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

SUBJECT: Authorize Lease Agreement

Date 8-6-2019

DEPT OF ORIGIN: Trustee Shapiro

Bill # 982019

DATE SUBMITTED:   

EXHIBITS: Lease

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED \$

AMOUNT  
BUDGETED \$

APPROPRIATION

Authorize Lease Agreement with Franklin County for office space at 3 Main Street.

MOVED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

VOTE ON ROLL CALL:

MAYOR RABIDEAU

\_\_\_\_\_

TRUSTEE SHAPIRO

\_\_\_\_\_

TRUSTEE LITTLE

\_\_\_\_\_

TRUSTEE VAN COTT

\_\_\_\_\_

TRUSTEE MURPHY

\_\_\_\_\_

## LEASE AGREEMENT

**BY THIS** Lease Agreement (this “Lease” or “Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between, the Village of Saranac Lake, a New York State Municipal Corporation, having offices at 39 Main Street, Suite 9, Saranac Lake, New York, (hereinafter referred to as “Lessor”) and Franklin County, NY with offices located at 355 West Main Street, Suite 409, Malone, NY 12953 (hereinafter the “Lessee”), Lessor demises and lets to Lessee a portion of that certain real property and improvements thereon located at 3 Main Street, Village of Saranac Lake, County of Franklin, State of New York, (the “Office Building”) the leased premises shall be all of the first (1<sup>st</sup>) and second (2<sup>nd</sup>) floors of the Office building, which includes approximately 4300 square feet (useable space), to occupy and to use for the purpose of county offices in accordance with the terms and conditions set forth in this Lease.

It is further understood and agreed between the parties as follows:

### ARTICLE 1

#### TERM AND TERMINATION

1.1 The Lease Term shall commence on August 1st, 2019, or such other Date as the parties may agree (the “Commencement Date”) and continue for five years, until July 31, 2024.

1.2 Lessee shall have the right to renew this Lease for an additional period (The “Renewal Term”) providing that both the following conditions take place;

1.2.1 Lessee gives written notice of such renewal to Lessor prior to 6 months before the expiration of the current Term.; and

1.2.2 Lessor gives written notice that the facility is available for lease prior to 6 months before the expiration of the current Term, which is July 31, 2024

### ARTICLE 2

#### RENT

2.1 The Rent for the Premises for the entire Term shall be \$34,200 per floor per year, lease

will be increased annually during the Term, the amount of two (2%) percent per annum. The rent is inclusive of all real estate taxes, utilities, plowing and snow removal, as set forth in this lease.

2.2 Rent will be paid in monthly installments. The Lessor agrees to waive the first two months' rent.

2.3 Should Lessee elect to renew the Lease, it will be increased annually during the Renewal Term, applying the greater of the then-current CPI or two (2%) percent per annum.

### **ARTICLE 3**

#### **USE AND OCCUPANCY; COMPLIANCE WITH LAWS**

3.1 The Lessee shall use the Premises for county office purposes, related to the Lessee's official county business, and for no other purposes without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

3.2 The Lessee shall keep the Premises clean in accordance with standards from time to time promulgated by the Franklin County Health Department, and shall not cause the release of any odor, vibration, fumes, noise and/or nuisance within or beyond the confines of the Premises, other than routinely and ordinarily associated with the permitted uses of the Premises.

3.3 The Lessee shall use and occupy the Premises at all times in compliance with all applicable Federal, State and local environmental, land use, zoning, health, safety and sanitation laws, ordinances, codes, rules and regulations, interpretations and orders of regulatory and administrative authorities with respect thereto (collectively, "Legal Requirements"), and, except as provided for herein, shall, at its sole cost and expense, obtain and comply with all such approvals, registrations or permits required thereunder. Further, the Lessee shall defend, indemnify and hold the Lessor, its employees, agents, and partners harmless from and against any claim, demand, cost, expense or liability arising out of or relating to the Lessee's failure to maintain its operations at the Premises in compliance with all applicable Legal Requirements.

3.4 Lessor hereby represents and warrants to Lessee the following:

3.4.1 To the best of Lessor's knowledge, the Premises has been owned and operated in compliance with all applicable Legal Requirements, including, without limitation, Environmental Laws. For purposes of this Lease, the term "Environmental Laws" means each and every applicable Federal, State, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement applicable to Hazardous Substances, pollution, human health and safety, and the environment, together with any amendments thereto, regulations promulgated thereunder, and all substitutions thereof, and any successor legislation and regulations including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. § 9601 et seq), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the New York State Environmental Conservation Law, and the New York State Navigation Law.

3.4.2 To the best of Lessor's knowledge, there are no Hazardous Materials located on or contaminating the Premises. Hazardous Materials as used in this Lease means any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, under-ground storage tanks, radon, asbestos and asbestos containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde), and soil vapor intrusion, as such terms are used in any Environmental Laws (excluding unused solvents, cleaning fluids and other lawful substances used in the ordinary, current operation and maintenance of the Premises, to the extent stored in accordance with all applicable Environmental Laws).

3.4.3 The Premises and Lessee's intended uses comply with all applicable zoning and planning ordinances.

3.4.4 Lessor has the authority to enter into this Lease with Lessee and perform all of the obligations set forth herein, and shall be bound hereby. The party executing this Lease on behalf of

Lessor has the requisite authority to do so by resolution of the Saranac Lake Village Board.

3.4.5 To the best of Lessor's knowledge, the Premises is structurally sound with no material defects.

3.4.6 Lessor is not aware of any conditions affecting or restrictions on title to the Premises which would in any way interfere with the Lessee's use of the Premises.

3.4.7 There are no Environmental Conditions at, on, under or about the Premises and the Premises is in compliance with applicable Environmental Laws. For purposes of this Lease, Environmental Conditions means any condition with respect to surface or subsurface soils, surface waters, ground waters, land, sediments, indoor or outdoor air at or about the Premises, whether or not previously discovered or known, that may give rise to any actual or potential liability under Environmental Laws, or otherwise materially affect the Lessee's ability to use the Premises for the permitted uses hereunder.

## **ARTICLE 4**

### **INSURANCE**

4.1 The Lessor shall, at its sole expense, during the Term and Renewal Term, keep in full force and effect a Premises Liability Insurance Policy. The Premises Liability Insurance Policy or certificates thereof shall be delivered by the Lessor to the Lessee upon the Lessee's taking possession of the Premises. The Lessor shall also deliver to the Lessee evidence of renewal of such All Risk Fire Insurance and Premises Liability Insurance Policy within twenty (20) days before expiration of such coverage. The Lessee shall be named as an additional insured on the Lessor's insurance policies.

4.2 The Lessee shall, at its sole expense, during the Term and Renewal Terms, keep in full force and effect a General Liability Insurance Policy in an amount not less than \$1,000,000.00 to cover both bodily injury and property damage in an amount of not less than \$1,000,000.00 per occurrence and in the aggregate. The General Liability Insurance Policy, or a certificate thereof, shall be delivered to the Lessor, together with proof of payment of premium, upon the Lessee's taking possession of the Premises.

The Lessee shall also deliver to the Lessor evidence of renewal of such General Liability Insurance Policy with proof of payment of premium within twenty (20) days before expiration of such coverage. The Lessor shall be named as an additional insured on the Lessee's insurance policies.

4.3 The Lessor and the Lessee each hereby waive and release each other, and their respective employees, agents, partners, officers, directors and shareholders, from all liability of, and all rights of recovery or subrogation against each other in connection with or arising out of any loss, cost, expense or damage occurring to the Premises or the property to be stored in or about the Premises as a result of fire or other casualty, and both the Lessor and the Lessee hereby agree that all policies of insurance required in connection with this Agreement shall contain a waiver by insurer of such rights of recovery or subrogation.

## **ARTICLE 5**

### **UTILITIES**

5.1 The Lessor shall be solely responsible for payment of all utilities, including gas, electricity, heat, water and sewer services provided to the Premises and consumed by Lessee at the Premises.

## **ARTICLE 6**

### **SANITATION**

6.1 Lessee shall comply with all sanitary laws, ordinances, and rules, and all orders of the board of health or other authorities affecting the cleanliness, occupancy, and preservation of the Premises, during the Term of this Lease.

6.2 Lessee shall pay for and be responsible for removal of all waste and trash from the Premises.

## **ARTICLE 7**

### **MAINTENANCE, REPAIRS, IMPROVEMENTS AND ALTERATIONS**

7.1 The Lessor shall, at its sole expense, maintain, repair and replace, if necessary, any structural part of the Premises, including the roof, windows, exterior walls, foundation, HVAC, electrical and plumbing systems, grounds, (including, without limitation, all landscaping, mowing and snow

plowing), and floor slab. If Lessor fails to make such repairs, restoration or replacements, same may be made by Lessee at the expense of Lessor and such expense shall be reimbursed by Lessor within thirty (30) days after rendition of the bill therefor.

7.2 The Lessee shall, at its sole expense, keep the Premises, at all times throughout the Term, in good order and condition, shall do and promptly make all repairs thereto, except those repairs that are the responsibility of Lessor under the terms of this Lease, and shall not allow any refuse or debris to accumulate in or about the Premises.

7.3 All maintenance, repair and replacement by either party shall be done immediately as needed in a good and workman like manner and in compliance with all legal Requirements at any time issued or in force and which may be applicable to the Premises.

7.4 Lessee shall make no alterations, installations, additions or improvements in or to the Premises without Lessor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. All such work, alterations, installations, additions and improvements shall be done at Lessee's sole expense, and shall comply with applicable Legal Requirements. Lessee shall be granted the right to make alterations to the premises to accommodate required uses of the premises including IT installation or erection of partitions or other safety requirements.

**ARTICLE 8**  
**SUBLETTING**

8.1 The Lessee shall not assign, transfer, or set over this Agreement or sublet the whole or any part of the Premises to any person or persons, without obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. The Lessor shall have the right to review and approve any proposed sub-tenant.

**ARTICLE 9**  
**LESSOR'S RIGHT OF ENTRY FOR INSPECTION AND REPAIRS**

9.1 Lessor or Lessor's agents shall have the right to enter the Premises, or any part of the Premises, at all reasonable hours with reasonable notice to Lessee during the Term of the Lease for the purpose of inspection or of making such repairs or alterations as may be necessary for the preservation of the Premises in safe condition.

**ARTICLE 10**  
**EFFECT OF LOSS OR DESTRUCTION OF PREMISES**

10.1 If the Premises shall be partially or totally damaged or destroyed by fire or other cause (and if this Lease shall not have been terminated as in this Article 10 hereinafter provided), Lessor shall repair the damage and restore and rebuild the Premises, at its own expense with reasonable dispatch.

10.2 If the Premises shall be damaged or destroyed by fire or other cause, then the rent payable hereunder shall be abated to the extent that the Premises shall have been rendered untenable for the period from the date of such damage or destruction to the date the damage or destruction shall be repaired or restored; provided, however, that should Lessee re-occupy a portion of the Premises during the period the restoration work is taking place and prior to the date that the whole of the Premises are made tenantable, rent allocable to such portion shall be payable by Lessee from the date of such re-occupancy.

10.3 If the Premises shall be so damaged or destroyed by fire or other cause as to require a reasonably estimated expenditure made by Lessor or a reputable contractor designated by of more than

eighty-five (85%) percent of the full insurance value of the Premises immediately prior to the casualty, then either Lessor or Lessee may terminate this Lease by giving the other party notice to such effect within thirty (30) days after the date of the casualty. If Lessor sends such a termination notice, Lessee may elect to make such repairs, in which event this Lease shall continue in full force and effect and Lessor shall assign all insurance proceeds to Lessee.

10.4 The provisions of this Article 10 shall be considered an express agreement governing any cause of damage or destruction of the Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

## **ARTICLE 11**

### **WAIVER AND INDEMNIFICATION**

11.1 The Lessor shall not be liable for and the Lessee hereby agrees to indemnify, defend and forever hold the Lessor, its agents, employees and partners harmless from and against all claims, damages, costs, expenses (including reasonable attorney's fees and disbursements), and liabilities resulting from injury or damage to the Lessee, its agents, employees, and any other person claiming through the Lessee, unless such claims, damages, costs, expenses (including reasonable attorney's fees and disbursements) and liabilities shall have resulted either (i) solely from an act or omission of the Lessor, or its agents or servants or partners, in which case there shall be no such indemnification of the Lessor by the Lessee, or (ii) partially from an act or omission of the Lessor, or its agents or servants or partners, in which case there shall be only a partial indemnification by the Lessee to reflect said act or omission by the Lessor, or its agents or partners.

11.2 The Lessee shall not be liable for and the Lessor hereby agrees to indemnify, defend and forever hold the Lessee, its agents, employees and partners harmless from and against all claims, damages, costs, expenses (including reasonable attorney's fees and disbursements), and liabilities

resulting from injury or damage to the Lessor, its agents, employees, and any other person claiming through the Lessor, unless such claims, damages, costs, expenses (including reasonable attorney's fees and disbursements) and liabilities shall have resulted either (i) solely from an act or omission of the Lessee, or its agents or servants or partners, in which case there shall be no such indemnification of the Lessee by the Lessor, or (ii) partially from an act or omission of the Lessee, or its agents or servants or partners, in which case there shall be only a partial indemnification of the Lessor to reflect said act or omission by the Lessee, or its agents or partners.

## **ARTICLE 12**

### **SUBORDINATION**

12.1 This Agreement and the leasehold in the Premises created hereunder shall be subject to and expressly subordinate at all times to the lien of any mortgage filed with respect to the Premises, whether now existing or in the future made; provided that Lessee and the mortgagee(s) enter into a subordination, non-disturbance and attornment agreement reasonably acceptable to Lessee; and further provided, however, that any such mortgage shall expressly provide that in any foreclosure proceeding of the Premises the Lessee will not be made a party thereunder and in any sale of the Premises in foreclosure or by deed in lieu of foreclosure or otherwise this Agreement and the leasehold in the Premises created hereunder shall remain undisturbed and in full force and effect for so long as the Lessee is not in default of the terms and conditions of this Agreement.

## **ARTICLE 13**

### **CONDEMNATION**

13.1 If a part of the Premises shall be taken in any proceeding by any public authority, by condemnation or acquired for any public or quasi-public purpose, and such condemnation or taking shall materially affect the Lessee's ability to conduct its business then the Lessee may, at its election, terminate this Agreement and the leasehold in the Premises created hereunder, in which case all unearned rent and additional rent shall be refunded to the Lessee. The Lessee's election to terminate this Agreement and the leasehold in the Premises created hereunder shall be exercisable by written notice given by the Lessee to

the Lessor not later than thirty (30) days following the date that notice of such condemnation or taking is given to the Lessee by the Lessor. In the event that the Lessee shall not elect to terminate this Agreement and the leasehold in the Premises created hereunder within the aforesaid thirty (30) day period, then the condemnation or taking of part of the Premises shall be considered not to materially affect the Lessee's ability to conduct its business, and the rent and additional rent shall be reduced and abated in the same proportion as the amount of floor area in the Premises is reduced by such condemnation or taking. In such case, the Lessor may elect to restore the Premises to the extent practicable to the condition existing before said condemnation or taking, in which event the rent and additional rent shall be increased to in the same proportion as the amount of floor area in the Premises is increased by such restoration.

13.2 The Lessee hereby acknowledges and agrees that it shall have no claim or right to any condemnation or taking award or consideration as may be payable in connection with a condemnation or taking of all or any part of the Premises, excluding any award expressly made for the value of the estate vested by this Lease in Lessee which award Lessee shall be entitled to receive.

#### **ARTICLE 14**

##### **QUIET ENJOYMENT**

14.1 The Lessor covenants that, so long as the Lessee shall faithfully perform the agreements, terms, covenants, and conditions set forth in this Agreement, the Lessee shall and may peaceably and quietly have hold, and enjoy the leasehold interest in the Premises hereby granted without disturbance by or from the Lessor, excepting construction work that may be needed for building maintenance/repair and parking lot improvement.

#### **ARTICLE 15**

##### **SURRENDER OF POSSESSION AT TERMINATION OF LEASE**

15.1 At the expiration of the Lease Term or a Renewal Term, Lessee shall leave and surrender the Premises in as good state and condition as they were in at the commencement of the Term, reasonable wear and tear of the Premises, casualty and damages by the elements excepted. All modifications, improvements, alterations, additions, and fixtures, other than Lessee's trade fixtures and equipment, which have been made or installed by either Lessor or Lessee upon the Premises, shall remain the

property of Lessor and shall be surrendered with the Premises as part thereof.

## **ARTICLE 16**

### **TAXES**

16.1 Lessor shall be solely responsible for paying all real property taxes, payments in lieu of taxes, special assessments and school taxes that may be assessed on the Premises.

## **ARTICLE 17**

### **LESSEE'S DEFAULT AND LESSOR'S REMEDIES:**

17.1 (a) The Lessor may, upon written notice to the Lessee, as provided for herein, terminate the leasehold interest in the Premises created hereunder, in the event of the occurrence of any of the following:

(i) The Lessee fails to make any payment provided for herein including rent to the Lessor or any other appropriate party and such default is not cured within ten (10) calendar days after written notice thereof is given by the Lessor to the Lessee.

(ii) The Lessee is in default of the performance of any term of this Agreement, other than the obligation to make the payments as provided for above, and such default is not cured within thirty (30) calendar days after written notice thereof is given by the Lessor to the Lessee; notice (provided, however, that if such default is not susceptible of cure, given commercially reasonable diligence on the part of Lessee, within such thirty (30) day period and Lessee during such thirty (30) day period commences curing such default and continues with diligence and continuity to cure such default, Lessee shall have such additional time, as shall be reasonable under the circumstances, within which to cure such default).

(iii) A receiver shall be appointed for the Lessee or the Lessee shall make a general assignment for the benefit of creditors, or the Lessee shall take or suffer any action under any insolvency laws of the United States Bankruptcy Code, provided, however, that in the event of an involuntary proceeding, the Lessee shall have thirty (30) calendar days within which to vacate such involuntary proceeding before the same shall constitute a breach of this Agreement.

(b) The Lessor shall also have the right to re-enter the Premises, upon prior written notice to the Lessee as provided above, and to remove the Lessee therefrom by any legal means without

being liable for any damages therefor, and terminate the leasehold in the Premises created hereunder if:

(i) The Lessee, after any applicable grace period, is and continues to be in default in the payment of rent; or

(ii) The Lessee vacates, abandons or deserts the Premises, or any part thereof without the consent of the Lessor, excepting any vacancy, abandonment or desertion of the Lessee resulting from fire or other disaster; and

(iii) The Premises are used for any purpose other than the use permitted hereunder.

## **ARTICLE 18**

### **LESSOR'S DEFAULT AND LESSEE'S REMEDIES**

18.1 Lessor shall be in default of this Lease if it fails to perform any provision of this Lease that it is obligated to perform and if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by Lessee to Lessor. If the default cannot be reasonably cured within thirty (30) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within such thirty (30) day period and diligently and in good faith continues to cure the default until completion.

18.2 If Lessor shall have failed to cure a default of Lessor after expiration of the applicable time for cure of a particular default, Lessee may, at its election, but without obligation therefor (i) seek specific performance of any obligation of Lessor, after which Lessee shall retain, and may exercise and enforce, any and all rights which Lessee may have against Lessor as a result of such default, (ii) from time-to-time and without releasing Lessor in whole or in part from Lessor's obligation to perform any and all covenants, conditions and agreements to be performed by Lessor hereunder, cure the default at Lessor's expense, (iii) terminate this Lease, and/or (iv) exercise any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Any reasonable cost incurred by Lessee in order to cure such a default by Lessor shall be due immediately from Lessor, together with interest. Lessee shall have the right to deduct from the Rent any amounts due from Lessor pursuant to this Section 19.2 if Lessor fails to reimburse Lessee as provided herein.

## ARTICLE 19

### NOTICES

19.1 Any notice required or permitted to be given hereunder shall be deemed properly given if sent in a sealed, postage paid wrapper, addressed to the party at the address set forth below, by certified return receipt mail, as follows:

To Lessor: Village of Saranac Lake,  
39 Main Street, Suite 9  
Saranac Lake, New York 12983

with copy to: Janelle LaVigne, Esq.  
39 Main Street, Suite 9  
Saranac Lake, New York 12983

To Lessee: Franklin County Managers Office ---  
355 West Main Street, Suite 456  
Malone, New York 12953

with copy to:

All notices shall be deemed given on the date sent.

## ARTICLE 20

### MISCELLANEOUS

This Agreement and any legal relations between the Parties hereto shall be governed by and construed in accordance with the laws of the State of New York, without giving any effect to conflict of laws or choice of laws rules or principles.

20.1 This Agreement shall not be altered, amended, changed waived or otherwise modified in any respect unless the same is in writing referencing this agreement and signed by all of the parties hereto.

20.2 The covenants and conditions contained shall apply to and bind the heirs, assigns, executors, and legal representatives of the parties to this Lease, and all covenants are to be construed as conditions.

20.3 The captions in the Lease are included for convenience only and all not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

20.4 When several counterparts of this Lease have been executed, all counterparts shall constitute one and the same instrument.

20.5 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of like nature not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20.6 At the request of either party, the parties shall execute and acknowledge a memorandum of lease for recording purposes, which shall be recorded at the expense of the requesting party. Such memorandum shall include such information as may be reasonably requested by either party.

20.7 This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

20.8 All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

20.9 If any covenant, condition or provision of this Lease, or the application thereof to any person or entity or circumstance, shall be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such covenant condition or provision to any other person or entity any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the laws.

20.10 Lessee, at Lessee's sole cost, may place and maintain (a) signs in and about the interior and entrance doors of the Premises and (b) on the exterior of the Premises. All of the foregoing subject however to all laws and local sign ordinances and standards upon termination of this Lease, the Lessee shall remove all such signs and restore the Premises to its original condition.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first set forth above.

FOR: Village of Saranac Lake, Lessor

By: \_\_\_\_\_

Its \_\_\_\_\_

FOR: Franklin County, NY, Lessee

By: \_\_\_\_\_

Donna Kissane

Its \_\_\_\_\_

STATE OF NEW YORK        )  
  )  
COUNTY OF \_\_\_\_\_  )

ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK            }  
COUNTY OF \_\_\_\_\_        }        ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Description of Premises**

The address of the Premises is 3 Main Street, Saranac Lake, New York.

The Premises consists of the first and second floor of an office building situated thereon consisting of approximately 4300 square feet of useable space.

**[Attach Map]**

**EXHIBIT B**

**Lease Assignment Agreement  
[Attach Agreement]**