

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

SUBJECT: Authorize Licensed Parking Spot for American National Red Cross

DATE: 7-11-2022

DEPT OF ORIGIN: Mayor Williams

BILL # 119-2022

DATE SUBMITTED: 7-7-2022

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED

AMOUNT  
BUDGETED

APPROPRIATION  
REQUIRED:

Resolution authorizing Village Manager to permit the American National Red Cross a license to parking space on Village property.

MOVED BY: Shapiro SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS

absent

TRUSTEE BRUNETTE

yes

TRUSTEE CATILLAZ

yes

TRUSTEE SCOLLIN

yes

TRUSTEE SHAPIRO

yes

**RESOLUTION AUTHORIZING VILLAGE MANGER TO PERMIT THE  
AMERICAN NATIONAL RED CROSS A LICENSE TO A PARKING SPACE ON  
VILLAGE PROPERTY**

WHEREAS, the Village Manager, on behalf of the Village of Saranac Lake, permits the American National Red Cross, a nonprofit corporation, a licensed parking space, and,

WHEREAS, the licensed designated parking space will be reserved in the parking lot of the Village of Saranac Lake Police Department at 1 Main St, Saranac Lake, and,

WHEREAS, the space will be reserved for a period of one year and the beginning date for designated space will be July 1, 2022 with an ending date of July 1, 2023, and

NOW THEREFORE, BE IT RESOLVED, that the Village Manager of the Village of Saranac Lake be authorized to permit the American National Red Cross a designated parking space in the parking lot of the Village of Saranac Lake Police Department parking lot.

Revocable License to Park Vehicles on Licensor's Land

TERMS AND CONDITIONS

1. **Key Terms**

**Effective Date:** The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensor and Licensee on this Form.

**Owner of the Parking Lot (the "Licensor"):**

Village of Saranac Lake

*[Instructions: Fill in the "legal name" of the person or entity that OWNS THE BUILDING IN WHICH THE ROOM IS LOCATED. If it is an individual, identify the state of the individual's residence (for example, "Mary Jones, an individual resident of Michigan"). If it is an entity, fill in the state of its legal formation (for example, "the Girl Scouts of Topeka, a Kansas charitable organization")]*

**Legal Name of the User of the Parking Lot (the "Licensee"):**

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)).

**Date Upon which the Licensee May Begin to Use the Parking Lot (the "Start Date"):**

July 1 2022

**Date Upon Which the Licensee Must Vacate the Parking Lot (the "Expiration Date"):**

July 1 2023

**Parking Lot Owner and Licensor's Business Address:**

39 Main St. 2<sup>nd</sup> Floor

**Parking Lot User and Licensee's Business Address:**

**Street Address of the Land Where the Parking Lot is Located:**

95 Van Buren St. SLMY, 12983

**9. Insurance.** Licensee shall carry insurance for Commercial General Liability and Auto Liability Compensation with the following minimum limits: \$1,000,000 per occurrence. A Memorandum of Insurance, naming Licensor as additional insured, will be issued upon request.

**10. Casualty Affecting the Vehicles.** Licensor shall have no responsibility for any loss, damage or destruction to the Vehicles, however caused. Notwithstanding anything in this Agreement to the contrary, in the event that damage, casualty, or a taking of all or a part of the Land, Licensor may require Licensee to remove the Vehicles from the Land.

**11. Remedies.** If Licensee shall violate any covenant hereunder (after notice to cure the same within ten (10) days) Licensor shall have all remedies available to it under law, including without limitation the right to immediately revoke the license represented hereby, to use self-help, to recover the Licensed Area, to remove the Vehicles, to bar Licensee from entry to the Land, and to remove any of Licensee's property from the Licensed Area and dispose of the Vehicles and such other property without any obligation to account to Licensee for the proceeds, if any.

**12. Notice.** Notice shall be deemed to have been duly given five (5) business days after having been mailed by U.S. Mail, to all of the party's addresses set forth herein, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

**13. Governing Law and Binding Effect.** This License shall be governed by and construed under the laws of the state in which the Land is located. This License shall be binding on the parties and their respective, successors, transferees and assigns.

**14. Brokers/Consultants.** Licensee represents and warrants that there is no broker in this transaction. Licensee shall indemnify Licensor against the claims of any broker who purports to have represented Licensee.

Signatures are on the next page.