

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

SUBJECT: National Grid Temp Workspace Agreement

2/28/22

FOR AGENDA OF 2-28-2022

DEPT OF ORIGIN: Manager

BILL # 24-2022

DATE SUBMITTED: 2-21-2022

EXHIBITS: Attached

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED: \$

AMOUNT  
REQUIRED:

APPROPRIATION  
\$

**SUMMARY STATEMENT**

Village Board of Saranac Lake authorizes the National Grid Temporary Workspace agreements attached.

**RECOMMENDED ACTION**

APPROVAL OF RESOLUTION

MOVED BY: Shapiro

SECONDED BY: Catillaz

VOTE ON ROLL CALL:

MAYOR RABIDEAU

\_\_\_\_\_

TRUSTEE LITTLE

YES

TRUSTEE CATILLAZ

YES

TRUSTEE SHAPIRO

YES

TRUSTEE BRUNETTE

YES

TEMPORARY WORKSPACE AGREEMENT

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ 2022. Village of Saranac Lake, whose address is 3 Main St Saranac Lake NY 12983 (“Grantor”), and NIAGARA MOHAWK POWER CORPORATION, a New York corporation having its principal place of business at 300 Erie Boulevard West, Syracuse, New York, 13202, (“Company”).

The Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the Company, the receipt of which is acknowledged, hereby grants to the Company, its successors and assigns, the temporary easement and right to enter a portion of the lands shown on the map attached hereto as Exhibit “A” of the Grantor for the limited purposes of ingress/egress/work space for the maintenance of our transmission facilities with construction vehicles, crews, equipment and material on lands of the Grantor located in the Town/City/Village of Saint Armand, County of Essex, State of New York, identified as tax parcel number(s) 32.102-1-2.000 also known as 92 Mount Pisgah Ln

The construction workspace authorized by this agreement is at locations approximately as shown on Exhibit’s “A” and made a part hereof.

Upon completion of the work, the Company shall to the extent practicable, restore the affected property to its original condition. This agreement shall terminate upon completion of project that involve upgrading of National Grid’s assets. Anticipated start date is after August 1<sup>st</sup>, 2022 and anticipated completion is by September 31<sup>st</sup>, 2022. Anticipated duration is roughly 2 months in total.

Both parties agree to the following:

- Timeline is approximate and if the work is delayed for any reason both parties agree that the term of this agreement will be extended to the completion of this project.

The Company hereby releases and does indemnify and save harmless the Grantor it’s officers, Directors and Employees against all loss, damage, or injury to property or persons caused by the negligence of the Company, its employees, agents representatives, independent contractors, and invitees during their entry or presence upon Grantor’s property pursuant to this agreement.

The Company hereby agrees to maintain insurance in accordance with the attached memorandum of insurance.

The Company shall not assign its rights, duties or obligations set forth in this Agreement without the prior written consent of Grantor, which consent shall not be unreasonably withheld, except that the Company may assign its rights, duties, and obligations to an affiliate or subsidiary company without the Grantor’s prior written consent.

This grant shall be a covenant running with land for the benefit of the Company, its successors, and assigns, and shall be binding upon the successor, heirs and assigns of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this agreement the day and year written above.

(landowner name)

by: \_\_\_\_\_ by: \_\_\_\_\_  
Signature Signature

its: \_\_\_\_\_ its: \_\_\_\_\_  
Title Title

# Exhibit's "A"



**TEMPORARY WORKSPACE AGREEMENT**

**THIS INDENTURE** made the \_\_\_\_\_ day of \_\_\_\_\_ 2022. **Village of Saranac Lake**, whose address is **3 Main St Saranac Lake NY 12983** (“**Grantor**”), and **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation having its principal place of business at 300 Erie Boulevard West, Syracuse, New York, 13202, (“**Company**”).

The **Grantor**, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the **Company**, the receipt of which is acknowledged, hereby grants to the **Company**, its successors and assigns, the temporary easement and right to enter a portion of the lands shown on the map attached hereto as Exhibit “A” of the **Grantor** for the limited purposes of **ingress/egress/work space for the maintenance of our transmission facilities with construction vehicles, crews, equipment and material** on lands of the **Grantor** located in the Town/City/Village of Saranac Lake, County of **Franklin**, State of New York, identified as tax parcel number(s) **446.35-1-1 and 446.-1-29 also known as 4 Moir Rd**

The construction workspace authorized by this agreement is at locations approximately as shown on Exhibit’s “A” and made a part hereof.

Upon completion of the work, the **Company** shall to the extent practicable, restore the affected property to its original condition. This agreement shall terminate upon completion of project that involve upgrading of National Grid’s assets. Anticipated start date is after September 12<sup>th</sup>, 2022 and anticipated completion is by October 12<sup>th</sup>, 2022. Anticipated duration is roughly  2  months in total.

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- Timeline is approximate and if the work is delayed for any reason both parties agree that the term of this agreement will be extended to the completion of this project.

The **Company** hereby releases and does indemnify and save harmless the **Grantor** it’s officers, **Directors and Employees** against all loss, damage, or injury to property or persons caused by the negligence of the **Company**, its employees, agents representatives, independent contractors, and invitees during their entry or presence upon **Grantor’s** property pursuant to this agreement.

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**IN WITNESS WHEREOF**, the **Grantor** has executed this agreement the day and year written above.

**(landowner name)**

by: \_\_\_\_\_ by: \_\_\_\_\_  
Signature Signature

its: \_\_\_\_\_ its: \_\_\_\_\_  
Title Title

# Exhibit's "A"

