

REGULAR MEETING OF THE BOARD OF TRUSTEES  
Monday, March 7, 2022  
Special Meeting began at 5:30 PM and ended at 6:03 PM

Meeting was held in person in the Harriestown Town Hall Auditorium following all COVID 19 safety guidelines. The meeting was also on WEBEX.

**ROLL CALL FOR SPECIAL MEETING:** Present Mayor Clyde Rabideau, Trustees: Melinda Little, Richard Shapiro, Thomas Catillaz and Kelly Brunette. Staff also present: Village Manager, John Sweeney, Village Clerk, Kareen Tyler, Deputy Clerk/Treasurer, Lidia O'Kelly, Village Treasurer, Elizabeth Benson, and Village Attorney, Paul Van Cott.

**PUBLIC COMMENT:**

Jamie Ackerson, resident, spoke against Bill 28-2022, lack of transparency, no plan for construction, changing rules

Fred Balzac, resident, objects to timing of the meeting, supports purchase of the land, wants Bill 28-2022 tabled, threaten to have new board overturn the resolution.

David Lynch, resident, objects to the lack of public opportunity to provide input, wants Bill 28-2022 Tabled.

Jimmy Williams, agreed with the previous speakers, wants to know how \$2,500,000 was arrived at.

Treavor Sussey, resident, supports Bill 27-2022, wants architectural drawings before approval of Bill 28-2022

Jeremy Evans, resident, Thanked the partners of HES for offering land to the Village. Planning has been ongoing for years does not understand why since Saturday it is emergent, wants Board to take time for capital planning

Brendan Keough, resident, Volunteer Fire Department Chief, outline that the Village and the Volunteer Fire Department have been discussing a new safety building since the 1980's, other locations have been discussed, the current building has out lived its useful life, the equipment has changed and no longer fits, everyone agrees a new building is necessary.

Bill Madden, former Mayor and member of the Volunteer Fire Department, Fire Department building needs to be replaced. It need to be replaced when he was Mayor and it something he regret not getting done.

Jamie Ackerson, spoke for a second time thanking the volunteer fire department for all they do.

**ITEMS FOR BOARD ACTION:**

**Bill 27-2022 Approve SEQR and Authorize Mayor to Sign Land Agreement**

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

Chair Mayor Rabideau called for a motion.

Motion: Shapiro Second Catillaz

Roll Call: Catillaz: yes, Brunette: yes, Shapiro: yes, Little: yes

**Bill 28-2022 Establish a Dedicated Police and Fire Reserve Account**

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second Catillaz

MOTION TO TABLE: Little Second Brunette

Roll Call to Table: Catillaz: yes, Brunette: yes, Shapiro: no, Little: yes

**MOTION TO ADJOURN**

Chair Mayor Rabideau called for a motion.

Motion: Catillaz Second Little

Roll Call: Catillaz: yes, Brunette: yes, Shapiro: yes, Little: yes

Kareen Tyler, Village Clerk

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

SUBJECT: Approve SEQR & Authorize Mayor to Execute Land Purchase Agreement  
DATE: 3-7-2022

DEPT OF ORIGIN: Mayor Rabideau

BILL # 27 -2022

DATE SUBMITTED:                     

EXHIBITS:                     

APPROVED AS TO FORM:

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

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

EXPENDITURE  
REQUIRED

AMOUNT  
BUDGETED

APPROPRIATION  
REQUIRED:

Approve SEQR and Authorize Mayor to Execute Land Purchase Agreement

MOVED BY: Shapiro      SECONDED BY: Catillaz

VOTE ON ROLL CALL:

MAYOR RABIDEAU

\_\_\_\_\_  
Yes

TRUSTEE BRUNETTE

\_\_\_\_\_  
Yes

TRUSTEE CATILLAZ

\_\_\_\_\_  
Yes

TRUSTEE LITTLE

\_\_\_\_\_  
Yes

TRUSTEE SHAPIRO

\_\_\_\_\_  
Yes

## **Resolution #1**

**Whereas,** the Village of Saranac Lake ("Village") has long sought adjacent lands to its current fire department location to facilitate possible facility expansion, and/or, to at least offer adequate parking for the many volunteer firefighters; and

**Whereas,** the Village has the opportunity to purchase an adjacent property per the contract draft and map attached hereto, for the amount of \$165,000, the fair market value of which shall be determined by subsequent appraisal; and

**Whereas,** the Village has considered the potential acquisition of the adjacent lands as an action subject to the Village of Saranac Lake's Waterfront Consistency Law and determines that the action will fully comply with the Local Waterfront Revitalization Program policy standards and conditions; and

**Whereas,** pursuant to the requirements of SEQRA, the Village has completed Parts 1, 2 and 3 of a SEQRA Short Environmental Assessment Form and determines that the proposed acquisition will not have a significant adverse impact on the environment and that no environmental impact statement will be required; and

**Whereas,** the Village has determined that the proposed acquisition of the land for the purpose of constructing a possible expansion to the fire station is in the best interest of the public's health, welfare and safety.

### **Now, therefore be it resolved, that:**

The Village of Saranac Lake Board of Trustees hereby approves the purchase agreement for the property for the purposes stated and authorizes and directs its Mayor to sign the SEQRA Part 3 form and, after a 48-hour period of attorney review for any material legal issues that require resolution, to execute the purchase agreement to effect the acquisition of the subject parcel provided it meets all the contract terms and conditions contained therein.

**Be it further resolve that this resolution shall be effective upon its adoption**

## REAL PROPERTY PURCHASE AGREEMENT

**THIS REAL PROPERTY PURCHASE AGREEMENT** (this "Agreement") is made and entered into this 7th day of March, 2022 (the "Effective Date") by and between the **VILLAGE OF SARANAC LAKE**, a municipal corporation having an address at 39 Main Street, Saranac Lake, New York 12983 (hereinafter called "Purchaser"), and HES Ventures, L.L.C., having an address at 33 Depot Street, Saranac Lake, NY 12983 (hereinafter called "Seller"). Individually, Purchaser and Seller may be referred to herein as a "party" and collectively, as the "parties."

### **RECITALS**

**WHEREAS**, Seller desires to sell, transfer and convey to Purchaser, on the terms and conditions set forth herein, the Property (as hereinafter defined);

**WHEREAS**, Purchaser duly-adopted a resolution on March 7, 2022 authorizing the Mayor of the Village of Saranac Lake to sign this Agreement for the purchase of the Property (as hereinafter described) on the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual premises hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Property to be Sold.** The property which the Seller is hereby agreeing to sell and which the Purchaser is hereby agreeing to purchase is known as that certain parcel of real property consisting of approximately 17, 523 square feet of real property owned by Seller and located at 33 Depot Street, in the Village of Saranac Lake, County of Franklin, and State of New York, being a ±17,523 square foot portion of tax map parcel number SBL# 447.69-1-3 located behind the Saranac Lake Fire Department building, and as generally depicted on the tax map attached hereto as Exhibit A and made a part hereof, including all right, title and interest of Seller in and to any easements, covenants and other rights appurtenant thereto, and all right, title and interest of Seller in and to any land lying in the bed of any existing dedicated street, road, avenue or alley, open or closed, in front of or adjoining such property (the "Property").

2. **Purchase Price and Terms of Payment.** (a) The Purchase Price for the Property shall be the amount of ONE HUNDRED SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$165,000.00) (the "Purchase Price"). Said Purchase Price will be paid as follows: (a) a deposit of TEN THOUSAND and 00/100 DOLLARS at full execution of this Agreement, to be held in escrow pursuant to paragraph 2(b) below, and (b) the balance of the Purchase Price at Closing by bank check, cash or federal wire transfer, subject to all adjustments and credits as set forth herein.

(b) The Deposit shall be made by Purchaser and deposited in escrow with Seller's attorney, in an escrow account and credited against the Purchase Price at Closing.

3. **Deed.** On the Closing Date, and subject to the terms and conditions of this Agreement, Seller agrees to sell and convey by Warranty Deed (the "Deed"), and Purchaser agrees to acquire, fee simple ownership of the Property.

4. **Title.**

(a) Title to the Property shall be free and clear of all liens, restrictions, charges, encumbrances, easements, covenants, conditions and other matters affecting title, except for the Permitted Exceptions, and shall be good of record, in fact merchantable and insurable at standard rates and in a condition acceptable to Purchaser, in its sole and absolute discretion. For the purposes of this Agreement, the term "Permitted Exceptions" shall mean the following:

(i) Zoning regulations and ordinances which are not violated and which do not render title unmarketable;

(ii) Unpaid installments of assessments not due and payable on or before the Closing Date;

(iii) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Premises, provided that none of such rights imposes any monetary obligation on the owner of the Premises, and provided further that none of such rights materially interferes with Purchaser's intended development of the Premises; and

(iv) Any liens, encumbrances or other title matters accepted by Purchaser pursuant to Sections 4(b) and 4(c) hereof, in Purchaser's sole and absolute discretion.

(b) As soon as practicable following execution of this Agreement, Purchaser shall order a title report/search for the Property. Purchaser shall deliver copies of the title commitment, including copies of the exception documents referenced in the title commitment, to Seller promptly after receipt of such item by Purchaser. Unless Purchaser shall object in writing to any encumbrance set forth in the title commitment within thirty (30) days of Purchaser's receipt of same, all such encumbrances, liens and restrictions shall be deemed to constitute Permitted Exceptions.

(c) Any exceptions which are timely objected to by Purchaser in writing shall be herein collectively called the "Title Objections." Seller may elect (but shall not be obligated) to remove or cause to be removed, or insured over, at its expense, any Title Objections, and shall be entitled to a reasonable adjournment of the Closing (not to exceed sixty (60) days) for the purpose of such removal, which removal will be deemed effected by the issuance of title insurance eliminating or insuring against the effect of the Title Objections. Seller shall notify Purchaser in writing ("Seller's Title Response") within ten (10) days after receipt of Purchaser's notice of Title Objections whether Seller elects to remove, cause to be removed or be endorsed over, the Title Objections. If Seller is unable or elects not to remove, cause to be removed, or endorsed over, any Title Objections prior to the Closing, Purchaser may elect to either (a) terminate this Agreement by giving written notice to Seller within ten (10) days after Purchaser's receipt of Seller's Title Response and receive a full refund of the Deposit, and, thereafter, the parties shall have no further rights or obligations hereunder except for those obligations which expressly survive the termination of this Agreement or (b) waive such Title Objections, in which event such Title Objections shall be deemed additional "Permitted Exceptions" and the Closing shall occur as herein provided without any reduction of or credit or set-off against the Purchase Price.

5. **Village Approvals.** The parties acknowledge that, as of the Effective Date of this Agreement, the Property is a portion of a larger parcel of land owned by the Seller bearing tax map parcel number 447.69-1-3 and that certain approvals from the Village of Saranac Lake (the "Village") Development Board may be necessary in order to facilitate the transaction contemplated herein, including

without limitation, lot line adjustment approval and/or minor subdivision approval (together, the "Village Approvals"). It shall be a condition of Closing that the Purchaser, at Purchaser's expense, obtain all necessary Village Approvals. The parties covenant and agree to cooperate with one another in Purchaser's pursuit and obtaining of the Town Approvals. In the event that Purchaser is unable to obtain the necessary Village Approvals, Purchaser shall have the right to terminate this Agreement upon written notice to Seller, without penalty, and upon so doing, the entire Deposit shall be returned to Purchaser and this Agreement shall become null and void and there shall be no further liability upon either party.

6. **Existing Conditions.** Seller and Purchaser agree and understand that the Property will be transferred and conveyed in its "AS IS/WHERE IS" condition as of the Effective Date.

7. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as follows:

(a) Seller is the record owner of fee simple title to the Property, and Seller is not aware of any other conditions affecting or restrictions on title to the Property which would in any way interfere with any intended use of the Property by Purchaser. Seller is not in default under or in violation of the terms of any Property restriction on title. To Seller's actual knowledge, there are no disputes with any adjoining or neighboring owner or occupant with respect to boundaries or with respect to any easement, right or means of access to the Property.

(b) There are appurtenant to the Property, all rights, easements and utilities necessary for its use and enjoyment by Purchaser consistent with recent practice.

(c) Seller has received no official notice of violations of law or municipal ordinances, orders or requirements now existing with respect to the Property or any improvements thereon, and there are none.

(d) To the best of Seller's knowledge and belief, no representation or warranty of Seller contained in this Agreement, and no statement contained in any certificate or other instrument delivered or to be delivered by Seller to Purchaser pursuant hereto or in connection with the transactions contemplated hereby, omits or will omit to state a material fact, is inaccurate or would operate to make the statements contained herein or therein materially misleading.

8. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller that:

(a) Purchaser is a municipal corporation existing under the laws of State of New York. Purchaser has the power to own its property and to carry on its business as it is now conducted, in the places where such business is now conducted.

(b) Purchaser has full power and authority to enter into and perform this Agreement in accordance with its terms. Execution and delivery of this Agreement by Purchaser has been fully authorized by all requisite corporate action except as set forth herein, and the execution and delivery of this Agreement does not and, the consummation of the transactions contemplated hereby will not, violate any provision of any agreement to which Purchaser is a party or by which it is bound.

(c) Purchaser has previously reviewed and approved the Seller's development projects for the real property located at 33 Depot Street (SBL# 447.69-1-3), and the Purchaser is not aware of any violation of any local rules, codes or regulations.

9. **Additional Undertakings of Seller.** Seller shall perform the following undertakings:

(a) On the Closing Date, Seller shall execute, acknowledge and deliver to Purchaser the Deed in proper form for recording with all transfer tax stamps in the proper amount affixed thereto at Seller's cost, conveying fee simple absolute to the Property to Purchaser or Purchaser's designee, free and clear of all liens, leases, encumbrances, covenants, conditions and other matters affecting title, except for the Permitted Exceptions.

(b) Seller shall give possession and occupancy of the Property to Purchaser on the Closing Date.

(c) Seller shall deliver the Property on the Closing Date in substantially the condition it is in on the Effective Date, reasonable wear and tear excepted.

(d) Between the date of this Agreement and the Closing Date, Seller shall not, without in each instance first obtaining the written consent of Purchaser: (i) voluntarily grant, create, modify, assume or permit to exist any lien, lease, encumbrance, easement, covenant, condition, right-of-way or restriction upon the Property other than the Permitted Exceptions; or (ii) voluntarily take any action adversely affecting the title to the Property as it exists on the Effective Date.

(e) From the date of this Agreement to the Closing Date, Seller shall maintain its current insurance coverage of the Property.

(f) If requested to do so by Purchaser, on the Closing Date Seller shall execute and deliver to Purchaser, or the title company, an Owner's Affidavit, in the customary form, with respect to the absence of claims which would give rise to mechanics' liens and the absence of parties in possession of the Property other than Seller or shall provide such other assurances as shall be required to enable Purchaser to obtain the title insurance policy to be issued pursuant to the title commitment.

10. **Environmental Due Diligence.** In addition to Purchaser's termination rights otherwise set forth herein, the obligation of Purchaser to purchase the Property shall be subject to the Purchaser's satisfaction with the conclusions of any and/or all of the following environmental studies concerning the environmental conditions of the Property (including, without limitation, Phase I, II, and III Environmental Site Assessments), engineering, and other tests, studies or reports, including, without limitation, test borings, inspections, audits, investigations, reviews, and/or other similar studies or reports" (all of any of which may be waived, in whole or in part, by Purchaser). Purchaser shall complete any such environmental due diligence, at Purchaser's sole expense, within forty-five (45) days of the effective date of this Agreement unless the parties mutually agree to extend the time for its completion. Seller shall provide Purchaser with any necessary access to the Property for the conduct of such due diligence studies.

11. **Conditions Precedent to the Obligations of Purchaser.** In addition to Purchaser's termination rights otherwise set forth herein, the obligation of Purchaser to purchase the Property shall be subject to the following conditions (all or any of which may be waived, in whole or in part, by Purchaser).



A failure of any such conditions to be met within the time given shall allow Purchaser to terminate this Agreement and have its Deposit refunded in full, without set-off or reduction.

(a) The representations and warranties made by Seller in Section 7 shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, and Seller shall have executed and delivered to Purchaser a certificate dated as of the Closing Date to the foregoing effect.

(b) Seller shall have performed all covenants and obligations required by this Agreement to be performed or complied with by Seller on or before the Closing Date, including but not limited to those set forth in Section 9 herein.

(c) Purchaser shall have received all necessary Village Approvals as set forth in Section 5 herein.

(d) On the Closing Date, (i) Seller's title to the Property shall be subject only to the Permitted Exceptions, and (ii) Purchaser's title company shall have committed unconditionally to issue to Purchaser or its designee, at standard rates, an ALTA Form B owner's title insurance policy covering the Property, including such endorsements as Purchaser may reasonably require, in an amount at least equal to the Purchase Price, insuring title to the Property in the condition satisfactory to Purchaser, subject only to the Permitted Exceptions.

(e) An appraisal shall demonstrate that the purchase price is the fair market value for the Property unless the Village's Board has waived this requirement. If an appraisal is performed and includes a value of less than the purchase price set forth herein, the parties will have the ability to negotiate a mutually agreed upon adjustment to the purchase price.

(f) Purchaser's Board shall have approved this transaction.

12. **Conditions Precedent to the Obligations of Seller.** The obligation of Seller to sell the Property shall be subject to the following conditions.

(a) The representations and warranties made by Purchaser in Section 8 shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, and Purchaser shall have executed and delivered to Seller a certificate dated as of the Closing Date to the foregoing effect.

(b) Purchaser shall have performed all covenants and obligations required by this Agreement to be performed or complied with by Purchaser on or before the Closing Date.

(c) Easements will be excepted and reserved by Purchaser in the Deed to be conveyed to Seller for all utilities (both public and private), drainage and septic lines that cross the Property to be conveyed hereunder. Said easements to be excepted and reserved will be for the benefit of the portion of 33 Depot Street (SBL# 447.69-1-3) being retained by the Seller. The Deed shall provide that the precise location of the easements shall be determined by the Village, in consultation with the Seller, subject to the siting of a building that meets Purchaser's requirements on the Property.

(d) Purchaser will be responsible for installing a fence along the new property line to be established between the Property being conveyed to the Purchaser hereunder, and that portion of 33 Depot Street (SBL# 447.69-1-3) being retained by the Seller. Said fence shall be at least 6 feet high (unless parties agree to an alternative height), and shall include green cloth privacy fabric. Said fence must be installed within 30 days after the existing fence situated on the borderline of 33 Depot Street and the Purchaser's property on Broadway (SBL #447.69-1-14) is removed.

(e) An appraisal shall demonstrate that the purchase price is the fair market value for the Property unless the Seller has waived this requirement. If an appraisal is performed and includes a value of more than the purchase price set forth herein, the parties will have the ability to negotiate a mutually agreed upon adjustment to the purchase price.

13. **Closing.**

(a) Provided each and every one of Purchaser's conditions precedent set forth in Sections 10 and 11 of this Agreement are satisfied, in Purchaser's sole and absolute discretion, and that this Agreement has not otherwise been terminated, the closing on the conveyance of the Property by Seller to Purchase (the "Closing") shall take place on or about the date that is thirty (30) days following the receipt of the Village Approvals as set forth in Section 5 of this Agreement and the completion of any environmental due diligence deemed necessary by the Village pursuant to Section 10 of this Agreement, or at a time mutually agreed to by the parties (the "Closing Date"). The Closing shall take place at a location in Saranac Lake, New York that is mutually agreed upon by Seller and Purchaser.

(b) The simultaneous delivery to Seller of the Purchase Price and the delivery of the executed Deed and all other related documents and instruments required to be delivered to Purchaser, and all other additional undertakings required of either party by the terms of this Agreement shall be deemed to be a good and sufficient tender of performance of the terms hereof.

(c) The following items of income and expense shall be adjusted as of 11:59 p.m. on the Closing Date:

i. Real estate taxes, payments in lieu of taxes or other assessments with respect to the Property.

ii. Rental and all other income (including common area charges and other "pass-throughs") received from tenants, if any.

(d) At Closing, Purchaser will pay any and all state, county and local transfer and recordation taxes and fees, plus any other transfer related tax or fee—the amount of which will be deducted from the Purchase Price. All other costs and expenses attendant to settlement, including title company charges, shall be at the cost of the party that incurred same. At or prior to Closing, Seller shall pay all charges and expenses, including reasonable attorney's fees, required to clear any title objections or encumbrances not designated by Purchaser as Permitted Exceptions and convey title to the Property as required by this Agreement. If clear title cannot be tendered by Seller and no settlement occurs, then Seller shall pay all charges from the title company.

14. **Termination.**

(a) If: (i) any of the representations and warranties made by Seller in Section 7 herein shall be materially inaccurate or incorrect; (ii) Seller shall fail to perform any of the covenants or agreements to be performed by Seller under this Agreement including, without limitation, those set forth in Section 9; or (iii) Purchaser shall be relieved of its obligation to purchase the Property by operation of Sections 10 or 11, then, in any such event, Purchaser, in its sole and absolute discretion, shall have the right either (A) to extend the Closing Date for a sufficient period to allow Purchaser to satisfy conditions specified in Sections 10 or 11 (or waive same and proceed immediately to Closing); (B) to terminate this Agreement by giving written notice to Seller; (C) in lieu of terminating this Agreement, to seek specific performance of this Agreement.

(b) If all conditions precedent to Purchaser's obligation to purchase the Property have been satisfied and Purchaser defaults in purchasing the Property on the Closing Date as required by this Agreement, Seller's sole and exclusive remedy for Purchaser's default shall be limited to Seller's termination of this Agreement.

15. **Miscellaneous.**

(a) **Notices.** All notices hereunder to the respective parties will be in writing and will be served by personal delivery or by prepaid, express mail (next day) via a reputable courier service, by prepaid, registered or certified mail, addressed to the respective parties at their addresses set forth below, or by facsimile/teletype or by electronic mail (email). Any such notice to Seller or Purchaser will be deemed to be given and effective: (i) if personally delivered, then on the date of such delivery, (ii) if sent via express mail (next day), then one business day after the date such notice is sent, (iii) if sent by registered or certified mail, then three business days following the date on which such notice is deposited in the United States mail addressed as aforesaid, (iv) if sent by facsimile/teletype, then at the time and on the date set forth on the teletype confirmation sheet, provided that if the time of delivery is after 5:00 p.m. Eastern Time, delivery shall be deemed given on the next business day, or (v) if sent by electronic mail, then at the time and on the date set forth on the electronic mail, provided that if the time of delivery is after 5:00 p.m. Eastern Time, delivery shall be deemed given on the next business day. For purposes of this Agreement, "business day" shall be deemed to mean a day of the week other than a Saturday or Sunday or other holiday recognized by banking institutions of the State of New York. Copies of all notices will be sent to the following:

If to Purchaser: Village of Saranac Lake  
39 Main Street  
Saranac Lake, New York 12983  
Attn: Village Mayor

with a copy to: Whiteman Osterman & Hanna LLP  
One Commerce Plaza  
Albany, New York 12260  
Attn: Paul Van Cott, Esq.  
Fax: (518) 487-7733  
Email: [pvancott@woh.com](mailto:pvancott@woh.com)

If to Seller: HES Ventures, L.L.C.  
33 Depot Street  
Saranac Lake, NY 12983

with a copy to: Fischer, Bessette, Muldowney & McArdle, LLP  
43 Golf Course Road  
Malone, New York 12953  
Attn: Matthew H. McArdle, Esq.  
Fax: (518) 481-5000  
Email: [mmcardle@fbmmlaw.com](mailto:mmcardle@fbmmlaw.com)

All such addresses may be changed by notice given in accordance with this Section 14(a).

(b) **Brokers.** Seller and Purchaser each represent and warrant to the other that neither party has used a broker in connection with this transaction. Seller and Purchaser shall indemnify and hold the other, its partners, agents, representatives, officers and employees, harmless against any and all claims, damages and expenses, including reasonable attorney's fees, incurred by the other party due to a claim by any broker or agent alleging to be entitled to a fee or commission due to work on this transaction on behalf of Seller or Purchaser, respectively.

(c) **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the parties hereto relating to the purchase and sale of the Property, all prior negotiations between the parties are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them other than as set forth in this Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

(d) **Survival of Representations, Warranties and Agreements.** The representations, warranties, covenants, agreements and indemnities set forth in or made pursuant to this Agreement shall remain operative and shall survive the Closing under this Agreement and the execution and delivery of the Deed and other conveyance documents hereunder and shall not be merged therein, regardless of any investigation made by or on behalf of any party.

(e) **Assignability.** Purchaser may not assign its rights and obligations under this Agreement without first obtaining the prior written consent of Seller. Seller may not assign this Agreement, negotiate with another Party regarding the sale of the property or sublet any portion of the Property without the express written consent of Purchaser.

(f) **Risk of Loss.** Except as otherwise expressly provided herein, the risk of loss or damage to the property by fire or other casualty is assumed by Seller until recordation of the Deed of conveyance to Purchaser.

(g) **Governing Law.** This Agreement concerns property located in the State of New York, and shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of laws or choice of law rules to the contrary. Any suit arising out of this Agreement must be brought in the New York State Supreme Court, Franklin County.

(h) **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, including by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(i) **Captions.** The captions of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

(j) **No Joint Venture, Partnership, Agency, Etc.** This Agreement shall not be construed as in any way establishing a partnership, joint venture, express or implied agency or employer-employee relationship between Purchaser and Seller.

(k) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of Purchaser and Seller and their respective legal representatives, successors, heirs and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

(l) **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

(m) **Limitation on Liability.** Neither the members, officers, directors, managers, employees or agents of Purchaser, shall be liable under this Agreement and all parties hereto shall look solely to the assets of Purchaser, for the payment of any claim or the performance of any obligation hereunder.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESSES WHEREOF**, the Purchaser and the Seller have signed this Agreement on the day and year first above written.

**PURCHASER:**

**VILLAGE OF SARANAC LAKE**

\_\_\_\_\_  
By:  
Its: Mayor

**SELLER:**

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

**EXHIBIT A**

Depiction of Property to be Conveyed





# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Village of Saranac Lake Board of Trustees			
Name of Action or Project: Purchase of lands for fire station expansion			
Project Location (describe, and attach a location map): 33 Depot Street, Saranac Lake NY 12983 (SBL #447.69-1-3)			
Brief Description of Proposed Action: Proposed acquisition of approximately 17,523 square feet of land behind the Saranac Lake Fire Department building for the purpose of any expansion of the fire station			
Name of Applicant or Sponsor: Village of Saranac Lake Board of Trustee		Telephone: 518-891-4150	
		E-Mail:	
Address: 39 Main Street, Suite 9			
City/PO: Saranac Lake		State: NY	Zip Code: 12983
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Village of Saranac Lake Development Board			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		.40 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:			
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
_____			
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____			
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
_____			
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____			
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
_____			
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
_____			
_____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional		
<input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Village of Saranac Lake Board of Trustees</u> Date: <u>3/9/2022</u>		
Signature: _____      Title: <u>Mayor</u>		

Project:	Acquisition of land for fire station
Date:	3/9/2022

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Short Environmental Assessment Form  
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Village of Saranac Lake	3/9/2022
_____ Name of Lead Agency	_____ Date
Clyde Rabideau	Mayor
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES  
RESOLUTION TO ESTABLISH A CAPITAL RESERVE FUND TO FINANCE  
CAPITAL MAINTENANCE, IMPROVEMENTS, AND RENOVATIONS  
TO THE FIRE STATION AND  
AUTHORIZING THE TRANSFER OF FUNDS FROM  
THE EXISTING SPECIFIC FIRE BUILDING CAPITAL RESERVE**

SUBJECT: POLICE AND FIRE CAPITAL RESERVE FOR AGENDA OF 3/7/2022

DEPT OF ORIGIN: VILLAGE MAYOR BILL # 28-2022

DATE SUBMITTED: 3/6/2022 EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

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

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

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EXPENDITURE REQUIRED: \$0	AMOUNT BUDGETED: \$0	APPROPRIATION REQUIRED: \$0
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**SUMMARY STATEMENT**

This resolution establishes a new capital reserve to accumulate moneys to build and retrofit the existing police, fire, and/or public safety buildings, perhaps combining the services into one Public Safety Building.

**RECOMMENDED ACTION**

**Bill 28-2022 Establish a Dedicated Police and Fire Reserve Account**

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

Chair Mayor Rabideau called for a motion.

Motion: Little Second Catillaz

MOTION TO TABLE: Little Second Brunette

Roll Call to Table: Catillaz: yes, Brunette: yes, Shapiro: no, Little: yes

**VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES  
RESOLUTION TO ESTABLISH A CAPITAL RESERVE FUND  
TO FINANCE UPGRADED AND SECURE FACILITIES  
FOR VOLUNTEER FIREFIGHTERS AND POLICE FORCE**

WHEREAS, the Village of Saranac Lake has long desired to build and retrofit its existing police, fire, and/or public safety buildings, perhaps combining the services into one Public Safety Building, and,

WHEREAS, a recent purchase agreement for adjacent property to the village's current firehouse will give the village an option to do so, but not require it to do so, and

WHEREAS, the need for upgraded and secure facilities for our volunteer firefighters and police force poignantly exists, notwithstanding, and must be addressed in the near future,

NOW, THEREFORE BE IT RESOLVED, the Village of Saranac Lake Board of Trustees does hereby establish a capital reserve fund to be known as the "Police and Fire Capital Reserve Fund". The purpose of this Reserve Fund is to accumulate moneys to build and retrofit the existing police, fire, and/or public safety buildings, perhaps combining the services into one Public Safety Building, and

BE IT FURTHER RESOLVED, The Treasurer of the Village of Saranac Lake is hereby directed to deposit and secure the moneys of this Reserve Fund in the manner provided by Section 10 of the General Municipal Law. The Treasurer may invest the moneys in the Reserve Fund in the manner provided by Section 11 of the General Municipal Law, and consistent with the investment policy of the Village of Saranac Lake. Any interest earned or capital gains realized on the moneys so deposited or invested shall accrue to and become part of the cash and investments of the Reserve Fund. The Reserve Fund will be established with \$2,500,000 of accumulated General Fund Balance, and

BE IT FURTHER RESOLVED, in accordance with Section 6-c [6-g] of the General Municipal Law, expenditures from this Reserve Fund shall be made only for the purpose for which the Reserve Fund is established. No expenditure shall be made from this Reserve Fund without the approval of the Village of Saranac Lake Board of Trustees and without such additional actions or proceedings as may be required by Section 6-c [6-g] of the General Municipal Law.

BE IT FURTHER RESOLVED that this resolution shall be effective upon its adoption.