

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

SUBJECT: Harrietstown Lease

Date: 11/25/2024

DEPT OF ORIGIN: Village Manager

Bill # 177-2024

DATE SUBMITTED: 11/15/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution authorizing the Village Manager to sign lease with Harrietstown for Office Space

MOVED BY: Scollin SECONDED BY: Ryan

VOTE ON ROLL CALL: To AMEND

MAYOR WILLIAMS yes

TRUSTEE RYAN yes

TRUSTEE WHITE yes

TRUSTEE SCOLLIN yes

TRUSTEE BRUNETTE yes

LEASE FOR MUNICIPAL OFFICE SPACE

THIS LEASE, made the 1st day of November, 2024, between

THE TOWN OF HARRIETSTOWN, a municipal corporation of the State of New York with offices located in the Harrietstown Town Hall at 39 Main Street, Saranac Lake, New York 12983, Landlord (hereinafter referred to as the "Town"), and

THE VILLAGE OF SARANAC LAKE, INC., a municipal corporation of the State of New York with offices located at 39 Main Street, 2nd Floor, Saranac Lake, New York, 12983, Tenant (hereinafter referred to as the "Village").

WITNESSETH:

WHEREAS, the Town is the owner of the Harrietstown Town Hall located at 39 Main Street, Saranac Lake, New York and desires to let and hereby does let to the Village, and the Village has agreed to take and hereby does take from the Town, certain rooms located on the second floor of the Town Hall; and

WHEREAS, General Municipal Law Section 72-h (a) authorizes the Town to lease its real property to the Village upon such terms and conditions as shall be approved by the Town Board, and the Town and Village desire to enter into this lease agreement pursuant to Section 72-h (a) so as to define their respective rights, duties and liabilities pertaining to the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1. DESCRIPTION OF PREMISES; PURPOSE

(a) The Town hereby leases to the Village the following rooms and areas on the second floor of the Harrietstown Town Hall, with the square footage indicated,

Room # 6:	480 square feet
Room # 7:	800 square feet
Room # 8:	480 square feet
Room # 9:	198 square feet
Room # 9 storage area	90 square feet
Room # 10:	70 square feet
Room # 11:	99 square feet
area adjacent to Room 11	68 square feet
Room # 12:	224 square feet
Room # 13:	144 square feet
Room # 14:	<u>208 square feet</u>
Total square feet:	2,861

(b) The Town warrants and represents that it has the legal right and authority to lease said premises under the terms and conditions herein set forth, and that this lease does not violate the terms and conditions of any other agreements to which the Town is a party.

(c) The Town leases the premises to the Village solely for the purpose of the Village operating and maintaining its municipal offices in the leased premises. The Village and its officers, representatives, agents and employees shall have the unrestricted use of the common areas of the Harrietstown Town Hall that provide access to the leased premises, including the stairways leading to the second floor and the elevator.

SECTION 2. TERM

(a) The term of this lease shall be for FIVE (5) years, commencing on January 1, 2025 and ending on December 31, 2029. During said term, unless sooner terminated as hereinafter provided, the Village shall have and hold the premises, rights and privileges described in this lease. The Village shall have the right to immediate possession of the demised premises at the beginning of the term of this lease.

(b) The Town grants to the Village the option to renew this lease for an additional period of up to FIVE (5) years, to be exercised upon written notice to the Town at least 30 days prior to September 1, 2029. All terms and conditions of this lease shall not automatically renew, and

shall be subject to renegotiation, in the event the Village exercises its option to renew.

SECTION 3. RENT

(a) Subject to the adjustment set forth in subparagraph (b) below, the rent to be paid by the Village to the Town for the first year of this lease shall be as follows: 2,861 square feet at **\$16.56** per square foot equals **\$47,392.00** per year, or **\$3,949.00** per month. Rent shall increase 2% per square foot and will be **\$16.90** the per square foot which equals **\$48,340.00** per year or **\$4,028.00** per month. The third year per square will increase by 2% which amounts to **\$17.23** amounting to **\$49,307.00** per year or **\$4,109.00** per month. Rent for the fourth year will increase 2% amounting **\$17.58** per square foot or **\$50,283.00** annually or **\$4,191.00** per month. Rent for the fifth year of his lease shall increase by 2% to **\$17.93** per square foot or **\$51,299.00**, or **\$4,275.00** per month.

(b) The Village's monthly rent shall be reduced by **\$400.00** per month for years 1, 2, 3, 4 and 5 as an adjustment in consideration of the Village's obligation to pay rent to the owner of the "Sears" parking lot.

(c) The following schedule shows the rent payments to be made by the Village to the Town, in advance on the 1st day of each month, during the term of this lease:

01/01/2025 to 12/31/2025: **\$3,949.00** per month less **\$400.00** per month adjustment = **\$3,549.00** per month.

01/01/2026 to 12/31/2026: **\$4,028.00** per month less **\$400.00** per month adjustment = **\$3,628.00** per month.

01/01/2027 to 12/31/2027: **\$4,109.00** per month less **\$400.00** per month adjustment = **\$3,709.00** per month.

01/01/2028 to 12/31/2028: \$4,191.00 per month less \$400.00 per month adjustment =

\$3,791.00 per month.

01/01/2029 to 12/31/29: \$4,275.00 per month less \$400.00 per month adjustment =

\$3,875.00 per month.

(d) If at any time during the term of this lease the Village ceases to pay the "Sears" parking lot rent, it shall immediately notify the Town of such event, and commencing with the following month's rent shall pay to the Town the full amount of rent due without the parking lot rent adjustment.

(e) Such rent shall be inclusive of costs for water, electricity, sewer and heating charges. The Town shall supply heat during cold weather. The Town shall provide custodial services, to be performed during the normal office hours kept in the leased premises. The Town shall provide for the washing of windows, vacuuming of rugs and cleaning of floors, but shall not be responsible to clean desks or dust office furniture. The Town shall keep the common area bathrooms clean and presentable. The Village shall be solely responsible for the payment of the cost of its own telephone and internet service, and computer cable connections. The Village shall pay for any electrical upgrades made in the leased space.

SECTION 4. CONDITION OF PREMISES

The Village represents that it has inspected the leased premises and its common areas, and accepts the condition of the same "as is," and fully assumes all risks incident to the use thereof.

SECTION 5. REPAIRS AND MAINTENANCE

(a) After the commencement of the term of this lease the Village shall be solely responsible for the cosmetic appearance of the leased premises, for painting and for such items as curtains, drapes, and the proper appearance of carpets.

(b) The Town shall be responsible for major structural, heating and electrical repairs. Major repairs shall not be defined to include electrical renovations or repairs, installation of electrical services or providing of telephone or internet connections or service. Nothing herein contained shall be construed to require the Town to make any renovations or repairs unless in the opinion of the Town Board such renovations or repairs are necessary and required.

SECTION 6. ALTERATIONS

(a) The Village shall not make any structural alterations, additions or renovations without the prior written consent of the Town, which consent shall not be unreasonably withheld. Any structural additions made to the leased premises or fixtures installed therein by the Village shall become the property of the Town and shall remain in the leased premises after the termination of this lease. The cost of any such alterations, renovations or additions shall be solely the responsibility of the Village. The Village shall obtain the prior written consent of the Town before undertaking, at its own expense, such renovations and installation of telephone or internet lines (including high-speed, fiber-optic cable internet), or installation of electrical lines, electrical services or outlets. Unless otherwise agreed in writing, any electrical service, telephone or internet additions shall remain in the premises following the termination of this lease. None of the existing electrical fixtures, lines or outlets shall be removed or altered without the prior written consent of the Town. The Village shall not remove the rugs and carpeting which it may install in the premises, without the prior written consent of the Town.

SECTION 7. QUIET ENJOYMENT

The Town represents that it has the full power and authority to enter into this lease and to grant the rights, licenses and privileges granted herein. The Town covenants that upon performance of the agreements on the part of the Village to be performed hereunder, the Village shall peaceably have and enjoy the premises, facilities, licenses and privileges granted herein.

SECTION 8. VILLAGE'S SIGNS AND FACILITIES

No signs, posters or similar devices shall be erected, displayed or maintained by the Village without the prior consent of the Town, which consent shall not be unreasonably withheld. The Village shall be allowed to install signage on the outside of the Town Hall building, and within the building, to properly provide directions to the Village offices, but the signs shall be of such sizes, and shall be installed at such locations, as the Town may approve and consent to in advance of their installation. The Village shall keep in good repair, and in a neat, clean, safe and presentable condition, its facilities used in the conduct of the leased premises.

SECTION 9. SUBLEASING AND ASSIGNMENT

Unless the prior written consent of the Town is obtained, the Village shall not assign this lease or sublet the leased premises or any part thereof or any rights or privileges pertinent thereto, or allow any persons other than the Village's officers, representatives, agents, employees or guests to use or occupy the premises.

SECTION 10. DUTY TO RETURN PREMISES

The Village agrees at its sole expense to maintain the leased premises in good repair and to surrender them at the expiration of the term of this lease, or any renewals thereof, in a condition fit for occupancy and use for the general purpose for which the premises are fitted, and

in as good condition as existed at the commencement of this lease, normal wear and tear excepted.

SECTION 11. CANCELLATION BY EITHER PARTY

(a) The Village may terminate this lease for any reason by giving written advance notice to the Town of at least ninety (90) days of its intention to do so.

(b) The Town may terminate this lease for any reason by giving written advance notice to the Village of at least ninety (90) days of its intention to do so.

SECTION 12. NOTICES

All notices, demands or other writings in this lease to be given or made, or which may be given or sent by either party to the other, shall be deemed to have been given, made or sent when made in writing and either hand-delivered or deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To the Town: 39 Main Street, Saranac Lake, New York 12983

To the Village: 39 Main Street, 2nd Floor, Saranac Lake, New York 12983

SECTION 13. ENTRY ON PREMISES BY TOWN

The Town reserves the right to enter on the leased premises at reasonable times and upon reasonable advance notice to inspect them for required maintenance or repairs or to make additions, alterations or modifications, and the Village shall permit the Town's employees to do so.

SECTION 14. HOLD HARMLESS PROVISIONS

(a) To the fullest extent permitted by law, the Village as the tenant will indemnify and hold harmless the Town as the landlord and owner of the leased premises, and the Town's officers, representatives, agents and employees, from and against any and all claims, suits, liens,

judgments, damages, losses and expenses, including legal fees, court costs and liability (including statutory liability) arising in whole or in part, and in any manner, from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of the Village, or its officers, representatives, agents and employees, except those claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of the Town. This lease permits the Town as landlord and owner of the leased premises to pursue and assert claims against the Village as tenant for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

(b) The Town shall hold harmless and indemnify the Village for any property damage or personal injury caused by the acts or omissions of a Town officer, representative, agent or employee.

SECTION 15. VILLAGE'S OBLIGATION TO OBTAIN INSURANCE

The Village as the tenant shall secure and pay for, and keep in full force and effect during the term of this lease, public liability and property damage insurance on which the Town as landlord shall be named as an additional insured. Said insurance shall protect the Town against any and all liabilities for death, injury, loss or damage. Such policy or policies shall be for not less than the following amounts:

(a) COMPREHENSIVE PUBLIC LIABILITY: \$1,000,000.00 combined single limit.

(b) PROPERTY DAMAGE: \$1,000,000.00 each accident.

Said insurance shall be placed with a company authorized to do business in the State of New York, and a certificate evidencing such insurance shall be delivered to the Town at the beginning of each lease period.

SECTION 16. PARTIES BOUND

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

SECTION 17. WAIVER

Failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This lease shall not be changed or terminated orally.

SECTION 18. CONSTRUCTION AND INVALID PROVISION

In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have executed this lease on the day and year first above written.

TOWN OF HARRIETSTOWN, by:

VILLAGE OF SARANAC LAKE, by:

Jordanna Mallach, Town Supervisor

Bachana Tsiklauri, Village Manager

Acknowledgments appear on following page)

STATE OF NEW YORK)
COUNTY OF FRANKLIN) SS:

On the _____ day of _____ in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared JORDANNA MALLACH, Town Supervisor of the Town of Harrietstown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF FRANKLIN) SS:

On the _____ day of _____ in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared BACHANA TSIKLARI, Village Manager of the Village of Saranac Lake, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public