

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

SUBJECT: Approve National Grid Easement

Date: 7/14/2025

DEPT OF ORIGIN: Village Manager

BILL # 95-2025

DATE SUBMITTED: 7/10/2025

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT

Resolution to approve easement with National Grid for Electric Supply upgrades at DPW and Central Garage Buildings

RECOMMENDED ACTION

MOVED BY: White SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE BRUNETTE

yes

TRUSTEE RYAN

yes

TRUSTEE SCOLLIN

yes

TRUSTEE WHITE

yes

**RESOLUTION AUTHORIZING UTILITY EASEMENT TO NATIONAL GRID FOR
ELECTRICAL SUPPLY UPGRADES AT THE DPW AND CENTRAL GARAGE
BUILDINGS USING NYSERDA GRANT FUNDING**

WHEREAS, the Village of Saranac Lake has secured grant funding from the New York State Energy Research and Development Authority (NYSERDA) to support energy efficiency improvements and capital upgrades at the DPW and Central Garage buildings, including electrical supply upgrades, and

WHEREAS, the current electrical service at the DPW and Central Garage buildings are insufficient for the facility's upcoming operational needs and require upgrades to support increased capacity and energy efficiency improvements, and

WHEREAS, Niagara Mohawk Power Corporation, doing business as National Grid, has requested a utility easement to access municipal property to install, operate, and maintain the necessary electric service infrastructure to complete this upgrade.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees authorizes the Village Manager to execute the Easement Agreement with Niagara Mohawk Power Corporation (National Grid), including all necessary supporting documents, to permit the installation, operation, and maintenance of electric facilities as described in the attached exhibit.

BE IT FURTHER RESOLVED, that such electric service upgrade shall be funded through previously awarded NYSEDA grant funds allocated for energy efficiency improvements at the DPW building.

GRANT OF EASEMENT

VILLAGE OF SARANAC LAKE, having an address at 39 Main Street, Saranac Lake, New York 12983 (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as Lake Colby East located in the Town of Harriestown, County of Franklin in the State of New York, identified on the tax maps of the County of Franklin, as Section 446/Block 1/Lot 16 (SBL# 446.-1-16) and pursuant to that certain deed recorded with the County Clerk of the County of Franklin on March 30, 2016 in Instrument # 2016-1538 (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **VERIZON NEW YORK, INC.** having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions.

Section 1 – Description of the Easement. The Easement provides the Grantees with the right, privilege, and authority to:

- a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the purpose of transmitting intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that certain portion of the Grantor's Land described in Section 2 below (the "Easement Area"), and any highways abutting or running through the Grantor's Land, and to renew, replace, remove, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and
- b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and
- c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and
- d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "**Easement Sketch-Exhibit A, WR# 24-25-31145784**", which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 3 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 4 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto,

swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this 15th day of July, 2025.

VILLAGE OF SARANAC LAKE

By: [Signature]
(signature)

Name: BACHANA TSILCAUR
(printed)

Its: Village Manager
(title)

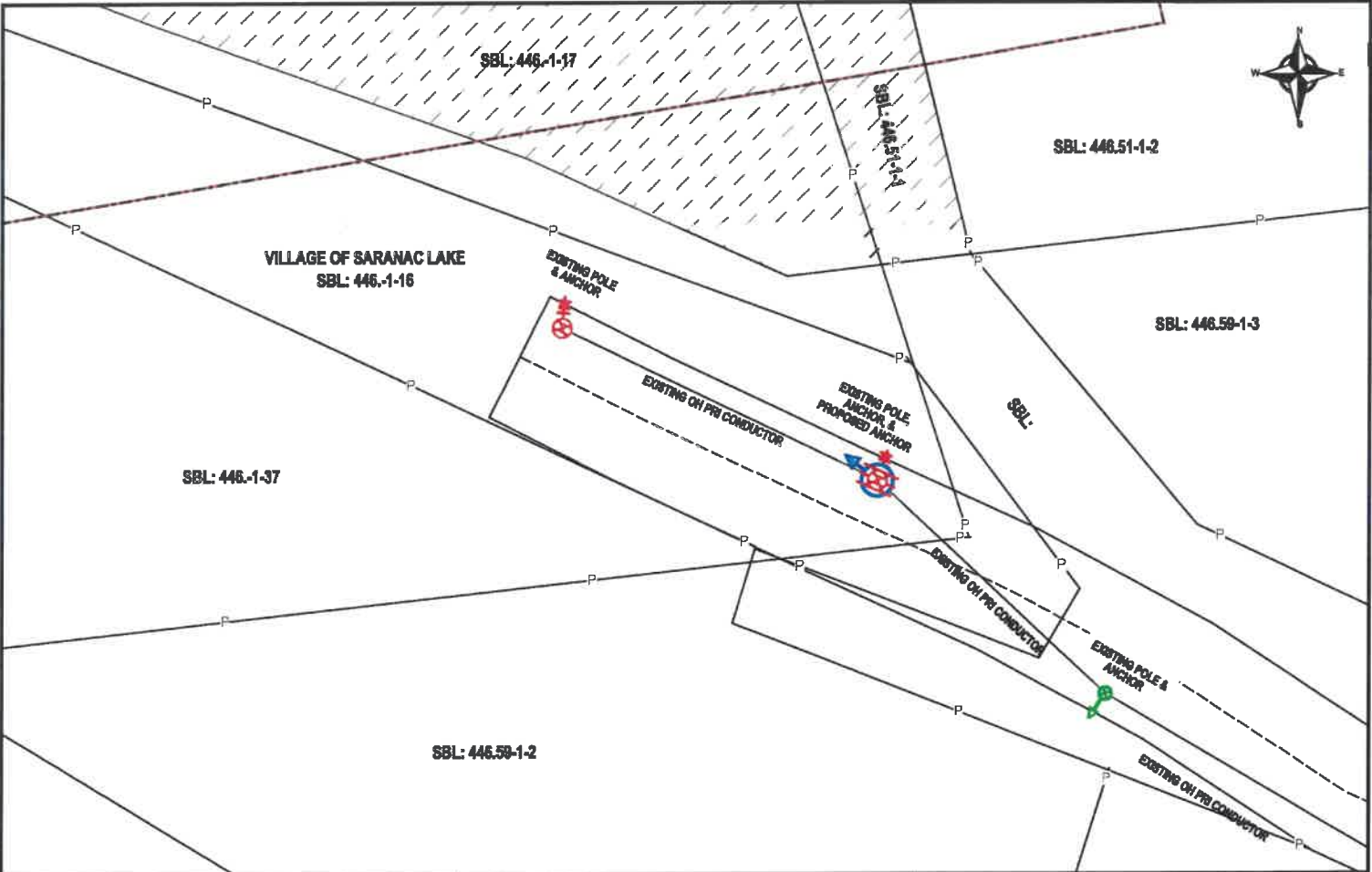
State of New York)
County of Franklin) ss:

On the 15th day of July in the year 2025, before me, the undersigned, 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

[Signature]
Notary Public

RETURN TO:

Coates Field Service, Inc.
Representing National Grid
Attention: Elizabeth Croteau
PO Box 248956
Oklahoma City, OK 73124



EASEMENT #: 31145784	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Miller, Courtney DATE: 06/15/2025 WORK ORDER #: 24-25-31145784	VILLAGE OF SARANAC LAKE LAKE COLEY EAST TOWN OF HARRISTOWN FRANKLIN COUNTY SBL: 446-1-16	