

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

Bill #188-2025

Date: 12-22-2025

SUBJECT: Lease of Surplus Property

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 12-12-2025

SUMMARY STATEMENT

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF SARANAC LAKE AUTHORIZING THE LEASE OF SURPLUS REAL PROPERTY LOCATED ON CHURCH STREET AND ISSUING A NEGATIVE DECLARATION PURSUANT TO THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”)

MOVED BY: Scollin

SECONDED BY: Ryan

VOTE ON ROLL CALL:

MAYOR WILLIAMS

Yes

TRUSTEE RYAN

Yes

TRUSTEE WHITE

Yes

TRUSTEE SCOLLIN

Yes

TRUSTEE BRUNETTE

Yes

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF SARANAC LAKE
AUTHORIZING THE LEASE OF SURPLUS REAL PROPERTY LOCATED ON
CHURCH STREET AND ISSUING A NEGATIVE DECLARATION PURSUANT TO
THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”)**

At a regular meeting of the Village Board of the Village of Saranac Lake, New York, held at the Village Offices, 39 Main Street, Suite 9, in said Village, on the ____ day of December, 2025, at ____:____ P.M., there were:

PRESENT:

ABSENT:

____ offered the following resolution and moved its adoption:

WHEREAS, the Village was presented with an offer from Community Bank, N.A. (“Lessee”) to enter into a Lease Agreement for a portion of the vacant real property located on Church Street, in the Village of Saranac Lake, designated as part of Tax Map Number 447.69-7-21 (the “Property”), for the use of the same as parking for Lessee and its licensees and invitees; and

WHEREAS, the Village Board has determined that said portion of the Property is no longer necessary, useful or suitable for municipal purposes; and

WHEREAS, the Village Board has determined to lease a portion of the Property for adequate consideration of no less than fair market value without the services of a real estate broker; and

WHEREAS, the base rent for the Property shall be \$75.00 per month for an initial term of _____, beginning on _____; and

WHEREAS, the Village Board believes that the lease of the real property is in the public interest of the residents of the Village, particularly since the end result will be a productive use of otherwise disused and vacant land owned by the Village; and

WHEREAS, the Village Board preliminarily classifies this action as an Unlisted Action under SEQRA, and determines that it will act as the Lead Agency with respect to the environmental review of the proposed lease of the Property in accordance with SEQRA and Part 167 of the regulations implementing SEQRA; and

WHEREAS, the Village Board has reviewed the Short Environmental Assessment Form (“SEAF”) prepared for this action;

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Property shall be, and hereby is, declared surplus and offered for lease; and

RESOLVED, that the Village Board hereby determines that the project is an Unlisted Action pursuant to Part 617 of the regulations implementing SEQRA and that the Village Board shall act as Lead Agency for the required environmental review; and it is further

RESOLVED, that the Village Board determines that the Lease Agreement and the use of the vacant commercial land with a paved surface thereon as parking space for two (2) vehicles will have no significant adverse impacts on the environment, and hereby issues a negative declaration for the proposed Project and authorizes the Mayor of the Village of Saranac Lake to execute Pages 2 and 3 of the SEAF; and it is further

RESOLVED, that pursuant to the provisions of Section 1-102(1) of the Village Law of the State of New York, the Village Board does adopt this Resolution agreeing to enter into a Lease Agreement for the Property for not less than fair market value; and it is further

RESOLVED, that the Village Clerk is directed to publish and post the notice of adoption of this Resolution within ten (10) days; and it is further

RESOLVED, that upon adoption of this Resolution, the Village Mayor is authorized to execute all documents required to complete the Lease Agreement subject to the review and approval of the Village Attorney for the Village as to form and content; and be it further

RESOLVED, that this resolution shall take effect immediately upon its adoption.

Seconded by _____ and duly put to a vote, which resulted as follows:

_____ AYES

_____ NAYS

Dated:

AMANDA HOPF
Village Clerk, Village of Saranac Lake

LEASE AGREEMENT

This Lease made and entered into as of this _____ day of _____, 2025, by and between **VILLAGE OF SARANAC LAKE**, having a mailing address of 39 Main Street, Saranac Lake, New York 12983 ("Lessor"), and **COMMUNITY BANK, N.A.**, having a mailing address of 46 Broadway, Saranac Lake, New York 12983 ("Lessee").

NOW, THEREFORE, in consideration of the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby agree as follows:

1. Premises Leased. Subject to the terms and conditions herein contained, Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor the two (2) parking spaces depicted on the map attached hereto as Exhibit A, located at Lessor's real property at Church Street, Saranac Lake, New York (Tax Map No. 447.69-7-21) (the "Premises").

2. Term. The term of this Lease shall commence on _____, 2025 and shall continue for a period of _____ (____) years and end on _____.

3. Rent. Rental payments will commence as of _____. The rental charges under this Lease will be the amount of \$75.00 per month. All rental payments hereunder are due in advance on the 1st day of each month throughout the term of this Lease.

3.1 Late Payment. If the monthly base rental and any other payments payable as additional rent as established herein is not received by Lessor on or before the fifteenth (15th) day of each calendar month, Lessee agrees to pay Lessor a late charge of five percent (5%) on each monthly base rental received after the fifteenth (15th) day of the month. Lessee's covenant to pay rent and additional rent hereunder shall be independent of the Lessor's covenants and

agreements of this Lease, and rental shall not be subject to abatement, set off or deduction for any cause whatsoever except as specifically provided for herein. The rent shall be payable without demand at the office of the Lessor, or at such other place as Lessor may designate in writing.

4. Security Deposit. At the time this Lease is signed, Lessee will pay to Lessor first month's rent. It is also agreed by and between the parties hereto that the Lessee shall also pay a security deposit of \$0.00 in connection with this Lease.

5. Snow Removal. Lessee shall be responsible for snow removal, salting, and sanding of the Premises.

6. Use.

6.1 Demised Use. The Premises shall be used and occupied only for parking. Lessee shall not permit the Premises to be used for any unlawful or illegal purpose whatsoever.

6.2 Compliance with Law. Lessee shall, at Lessee's sole expense, maintain the Premises in compliance, and shall comply promptly, with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and governmental requirements in effect at the commencement hereof or becoming effective during the term hereof, regulating the use of the Premises by Lessee.

6.3 Condition of Premises. Lessee has inspected the Premises and is satisfied with the physical condition thereof, including all equipment and appurtenances. Lessee's taking of possession of the Premises shall be conclusive evidence of Lessee's receipt thereof in good and satisfactory order and repair unless otherwise specified herein. Lessee acknowledges that no representations or warranties as to the physical condition of the Premises have been made

by or on behalf of Lessor and that none have been bargained for herein unless otherwise stated herein. Lessee acknowledges that no agreement or promise to decorate, alter, repair, or improve the Premises has been made by or on behalf of Lessor and that none have been bargained for herein.

6.4 Alterations, Improvements and Additions. Lessee shall be permitted make any alterations, improvements, or additions to the Premises without the prior written consent of Lessor.

7. Assignment and Subletting.

7.1 Subletting. Lessee shall not be permitted to sublet the Premises or any part thereof without the prior written consent of Lessor.

7.2 Restriction. Except as otherwise provided herein, Lessee shall not cause or permit, by operation of law or otherwise, any assignment, encumbrance, or transfer of this Lease or any estate or interest therein without the prior written consent of Lessor. Lessor's consent to any such assignment or transfer shall not constitute consent to any further assignment or transfer.

7.3 Effect. Assignment shall not relieve Lessee of any of its obligations or liabilities hereunder for the term; both Lessee and any and all subsequent assignees shall thereafter be deemed to be bound hereunder. Attempted assignment without Lessor's prior written consent shall constitute a material breach of this Lease.

8. Insurance.

8.1 Liability Insurance - Lessee. Lessee shall, at Lessee's expense, obtain and keep in full force and effect during the term of this Lease a policy of Combined Single

Limit Bodily Injury and Property Damage Insurance, or a policy of similar nature, insuring Lessee and Lessor as named insureds against any liability arising out of the use, occupancy, or maintenance of the Premises and all other areas appurtenant thereto. Such insurance shall be in an amount not less than \$1,000,000.00 with respect to bodily injuries to any one person, \$1,000,00.00 with respect to bodily injury in any one accident, and \$1,000,000.00 with respect to property damage. The policy shall insure performance by Lessee of the indemnity provisions of this Paragraph 8 and shall also name Lessor as an additional insured on said policy. The limits of said insurance shall not, however, limit the liability of Lessee hereunder.

8.2 Indemnity. Lessee shall indemnify and hold Lessor, and Lessor's employees and agents, harmless from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work, or things done, permitted, or suffered by Lessee in or about the Premises or elsewhere and shall further indemnify and hold harmless Lessor, Lessor's employees and agents, from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease or arising from any negligence of the Lessee, any of Lessee's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor for this Lease, hereby assumes all risk of damage to property or injury to persons, in, upon, or about the Premises arising from any cause. Lessee hereby waives all claims in respect thereof against Lessor.

8.3 Waiver of Subrogation. Lessee and Lessor each hereby mutually release and relieve the other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Premises, or covered by insurance in connection with property on or activities conducted in or about the Premises, regardless of the cause of the damage or loss, provided that this release shall apply only to the extent that such loss is covered by such insurance. Lessee and Lessor shall, at the earlier date of obtaining insurance coverage or the effective date of the Lease, give notice to the insurance carriers involved that the foregoing mutual waiver of liability and subrogation is contained in this Lease. In no event shall Lessee recover from Lessor damages in excess of Lessor's equity in the Premises.

8.4 Restrictions. Lessee shall not permit to be done anything that shall invalidate any policies of insurance now or hereafter in force with respect to the Premises and will pay to Lessor, on demand, all extra insurance premiums, if any, required to be paid by Lessor or any other Lessee of the Lessor on account of extra risk caused by Lessee's use of the Premises.

9. Lessee's Default, Bankruptcy. Should default be made by the Lessee in the payment of the rental herein reserved, or any part thereof, when and as herein provided, or should Lessee make default in performing, fulfilling, keeping, or observing any of the Lessee's other covenants, conditions, provisions, or agreements herein contained, or should a petition in bankruptcy be filed by the Lessee, or should the Lessee be adjudged bankrupt or insolvent by any court, or should a trustee or receiver in bankruptcy or a receiver of any property of the Lessee be appointed in any suit or proceedings by or against the Lessee, or should the Premises become vacant or abandoned or should this Lease by operation of law pass to any person other than the Lessee, or should the leasehold interest be levied on under execution, then and in any of such

events the Lessor may, if the Lessor so desires, without demand or notice to the Lessee or any other person, at once declare this Lease terminated and re-enter the Premises without any formal notice or demand and hold and enjoy the same thenceforth as if this Lease had not been made, without prejudice, however, to any right or action or remedy of the Lessor in respect to any breach by the Lessee of any of the covenants herein contained including, but not limited to, all of the remedies set forth hereafter. Should any of the events hereinabove specified occur, whether or not Lessor has elected to terminate this Lease as provided herein, the Lessor shall nevertheless have and is hereby given the right to re-enter the Premises, with or without legal process, and to remove the Lessee's signs and all property and effects of the Lessee, and if the Lessor so desires, to re-let the Premises or any part thereof upon such terms, to such person or persons and for such period or periods as may seem proper to the Lessor. In case of such re-letting, the Lessee shall be liable to the Lessor for the entire difference between the rents and payments herein reserved and agreed upon for the residue of the entire stipulated term of this Lease and the net rent for such residue of the term to be realized by the Lessor by such re-letting, such net rent to be determined by deducting from the entire rent to be received by Lessor from such re-letting the expenses of recovering possession, re-letting (including leasing commissions upon such re-letting), monetary considerations at inception of Lease, altering and repairing the Premises and collecting upon demand from Lessor. The pursuit by Lessor of any or all of the foregoing remedies shall not constitute an election, or a waiver of any other remedy, and Lessor shall be entitled to pursue any of the foregoing remedies upon default as well as any other remedies provided at law or in equity, including attorney's fees and costs.

10. Signs and Other Identification. Lessee shall have the right to place signs, identifying marks, trademarks, insignia, or advertising about Lessee's business, which are reasonable in nature and conform with all legal requirements.

11. Waiver. One or more waivers of any provision of this Lease by the Lessor shall not be construed as a waiver of a subsequent breach of the same provision, and the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to or of any subsequent similar act by the Lessee.

12. Notices. Any and all notices or demands required or permitted to be given hereunder shall be deemed to be properly served if sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

TO THE LESSEE: COMMUNITY BANK N.A.
46 Broadway
Saranac Lake, New York 12983

TO THE LESSOR: VILLAGE OF SARANAC LAKE
39 Main Street
Saranac Lake, New York 12983

or at such other address or addresses as either party may hereafter designate in writing to the other. Any notice or demand so mailed shall be effective for all purposes at the time of post-marking thereof in the United States mail.

13. No Other Agreements. This Lease contains the entire understanding and agreement of the parties, supersedes all prior understandings and agreements, and cannot be changed orally.

14. Other Terms.

14.1 Assignment of Rents. Notwithstanding any provision herein, and subject to the terms of any existing lease agreement regarding the premises, Lessor shall assign to Lessee its right to receive rents under such lease or leases, together with money due and to become due thereon with any interest or penalties accrued or to accrue under such lease or leases. The Lessor shall execute all separate documents necessary to effect such assignment or assignments.

14.2 Condition of Property. At the termination of this Lease, by lapse of time or otherwise, Lessee shall ensure that the Premises is returned to substantially the same condition as it was at the beginning of this Lease, excepting any structural alterations to the Premises.

14.3 Waiver by Lessor or Lessee Limited. If either the Lessor or Lessee waives or fails to enforce any of their rights under this Lease, it will not mean that any other rights under this Lease are waived. Further, if the Lessor or Lessee waives or fails to enforce any of their rights under a specific paragraph of this lease, such waiver or failure to enforce such rights will be limited to the specific instance in question and will not be a waiver of any later breaches of such paragraph.

14.4 Waiver of Jury Trial. The Lessor and Lessee both waive their right to a jury trial in any action or proceeding between them upon or connected with this Lease, either directly or indirectly. However, under the law, either the Lessor or the Lessee may enforce its right to a jury trial in any action for personal injury or property damage.

14.5 Attorneys' Fees. If either Lessor or Lessee is compelled to pay any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action

or proceeding instituted by reason of any default by the other party hereunder, the sum or sums so paid by Lessor or Lessee with all interest, cost and damages shall be paid by the opposing party.

14.6 Invalidity or Illegality of Part of Lease. If any part of this Lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Lease shall remain in full force and effect.

14.7 Modification or Change of Lease. The only way in which any of the provisions of this Lease can be changed or modified is by a written agreement signed by both of the Lessor and the Lessee.

14.8 Captions for Paragraphs of Lease. The captions of the various paragraphs of this Lease are for convenience and reference purposes only. They are of no other effect.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease on the date first above written.

LESSEE:

COMMUNITY BANK, N.A.
By:

LESSOR:

VILLAGE OF SARANAC LAKE
By:

NOTICE OF ADOPTION OF RESOLUTION

At a regular meeting held on the _____ day of December, 2025, the Village Board of the Village of Saranac Lake, New York duly adopted a resolution, an abstract of which follows, which resolution is adopted pursuant to Village Law, §1-102 and the Open Meetings Law (Public Officers Law, §100, et seq.)

ABSTRACT OF RESOLUTION DATED DECEMBER _____, 2025

The following is a summary of a resolution adopted by the Village Board of the Village of Saranac Lake on December _____, 2025. Said resolution declares a portion of vacant real property located on Church Street, in the Village of Saranac Lake, designated as part of Tax Map Number 447.69-7-21 (the "Property"), as surplus, as it no longer necessary, useful or suitable for municipal purposes. The resolution further offers the Property for lease, and approves the lease of a portion of the same to Community Bank, N.A. for use as parking space for two (2) vehicles. The base rent for the portion of the Property shall be \$75.00 per month for an initial term of _____, beginning on _____. The Village Board classifies the action as an Unlisted Action under SEQRA, and determines that it will act as the Lead Agency with respect to the environmental review of the proposed lease of the Property in accordance with SEQRA. In so doing, the Village Board determines that the Lease Agreement and the use of the vacant commercial land with a paved surface thereon as parking space for two (2) vehicles will have no significant adverse impacts on the environment, and issues a negative declaration for the proposed Project.

Dated: December _____, 2025

Village Clerk
Village of Saranac Lake
Franklin County, New York