

**Hamlin Special Town Board Meeting  
September 19, 2013**

The Hamlin Town Board held a Special Town Board meeting in the Hamlin Town Hall, located at 1658 Lake Road, Hamlin, New York. The meeting was called to order at 7:00 PM by Supervisor Breslawski.

Present: Councilperson Jason Baxter, Councilperson Craig Goodrich, Councilperson Martin Maier, Councilperson David Rose, and Supervisor Thomas Breslawski

Also present: Highway Superintendent Steve Baase, Library President Sue Evans and Library Treasurer Carolyn Hungerford

**LEASE AGREEMENT BETWEEN TOWN AND HAMLIN PUBLIC LIBRARY AUTHORIZED**

**Resolution # 300** Motion was made by Councilperson Rose, seconded by Councilperson Goodrich, requesting Town Board resolution to approve and authorize the Supervisor to execute the Lease Agreement between the Town and Hamlin and the Hamlin Public Library. (See attached pages)  
Polled Votes: Councilperson Baxter aye, Councilperson Goodrich aye, Councilperson Maier aye, Councilperson Rose aye, Supervisor Breslawski aye. Motion carried.

**Sue Evans read the following statement:**

*To the entire Town Board, the Library would like to express our gratitude for the support you have given to enable Hamlin to have its own library building. This was the wish of Margaret McGrath and the intent of her bequest to the Hamlin Library. But despite the generous bequest from Margaret, without the support of the Town Board of Hamlin, the bequest alone would not have been enough to grant Margaret's wishes. The Town Board not only enabled us to apply for the grant, but has generously provided the lease of land to place the library on. It is onward and upward from here.*

*The Town Board has enabled us to fulfill the wish of the community to place the Library in the center of Town, and within the Town campus, specifically.*

*We'd like, especially, to thank Dave Rose, our dedicated liaison, for his advice, expertise and endless support to enable all that we have accomplished so far. We expect to have very good news regarding our progress very soon.*

**ADJOURNMENT**

A motion was made by Councilperson Rose, seconded by Councilperson Goodrich to adjourn the meeting at 7:07 PM as all business had been concluded.

Polled Votes: Councilperson Baxter aye, Councilperson Goodrich aye, Councilperson Maier aye, Councilperson Rose aye, Supervisor Breslawski aye. Motion carried.

Respectfully submitted,

Kathi A. Rickman  
Hamlin Town Clerk

LEASE AGREEMENT

LEASE AGREEMENT (hereafter "Lease"), made as of the \_\_\_\_ day of September, 2013 between the TOWN OF HAMLIN, a New York Municipal Corporation with offices at 1658 Lake Road, Hamlin, New York 14464 ("Landlord") and HAMLIN PUBLIC LIBRARY, a Town Public Library, chartered by the Board of Regents of the Education Department of the State of New York on May 17, 2005 ("Tenant").

WITNESSETH:

WHEREAS, Landlord owns a parcel of land at 1658 Lake Road on which the Hamlin Town Hall, Town Court and recreational facilities ("Municipal Campus") are located, and

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, a portion of the Municipal Campus to build and operate a public library facility (hereinafter "Premises"), and

THE PARTIES AGREE AS FOLLOWS:

1. Description of Premises Leased:

Landlord leases to Tenant a vacant parcel of land containing approximately \_\_\_\_\_ acres fronting on Lake Road, which parcel is more particularly described on the "Lease Parcel Description" attached hereto as Schedule A and on the "Lease Parcel Map for Proposed Hamlin Library" attached hereto as Schedule B. The parties agree that no buildings shall be constructed on that portion of the premises marked "Green Area" on Schedule B and that such area shall remain "green" throughout the term of the lease.

2. Term of Lease:

The Lease is for a term of forty (40) years commencing on January 1, 2014 and ending on December 31, 2053. Notwithstanding the foregoing, Tenant shall have possession of the Premises upon execution of this Agreement for the purpose of constructing, furnishing and opening a town public library.

3. Use.

In consideration of the lease of the Premises, Tenant is obligated, at its sole expense, to construct, maintain and operate a public library on the Premises for the benefit of the residents of the Town of Hamlin. Tenant shall immediately commence construction of such library building and shall diligently continue with construction with the intention of opening the library to the public on or before January 1, 2015. Tenant is obligated to continue to maintain a public library on the Premises until such time as the Lease is terminated. No other use of the Premises is permitted.

4. Utilities, Insurance and Maintenance:

Utilities shall be separately metered. Tenant shall pay for all utilities, including electric, gas, water and pure water (sewer), and for its telephone, cable television and internet service. Tenant is responsible for all maintenance to the building. Landlord is responsible for landscaping, mowing and snow removal. Landlord shall pay for and keep in effect insurance for the full replacement value of the library building.

5. Damage by Fire or other Cause:

In the event the library building is partially or wholly damaged by fire or other cause, the Lease shall remain in effect and Tenant shall repair or reconstruct the facility as expeditiously as possible. Landlord shall make available and pay over to Tenant all insurance proceeds it receives as a result of such loss or casualty.

6. Option to Renew:

Tenant has the option to renew the Lease for an additional term of ten (10) years. The Lease will automatically renew for such additional ten (10) year term unless Tenant gives written notice prior to the end of the term that it does not elect to exercise the renewal option.

7. Default and Remedies:

The Lease shall be in default in the event Tenant ceases to exist, or if Tenant deserts, vacates or abandons the Premises, or fails to maintain a public library on the premises. In the event of default, this Lease terminates at which time Tenant must vacate the Premises and Landlord assumes ownership of the building and its contents.

8. Tenant's Rights Upon Termination:

At the end of the term of the Lease Tenant may, at its expense, remove from the premises all equipment, furnishings and library inventory, except that in the event of default as provided in paragraph 7, Tenant may not remove such equipment, furnishings and library inventory. The Tenant may not remove the library building.

9. Entire Agreement:

This Lease constitutes the entire agreement between the parties hereto, and no prior statements, discussions, understandings or representations which are not contained herein shall be binding or valid. This Lease shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties.

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

TENANT:

HAMLIN PUBLIC LIBRARY

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

LANDLORD:

THE TOWN OF HAMLIN

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

## Lease Parcel Description

All that tract or parcel of land situate in the town of Hamlin, County of Monroe, State of New York, being part of Town Lot 10, Section 12, Township 4 of the Triangular Tract and more particularly described as follows:

Beginning at a point on the east right of way of Lake Road, said point being 238.08 feet north of the northerly right of way of Roosevelt Highway, said point also being the southwest corner of the lands conveyed to the Town of Hamlin by Five Star Bank per deed filed in Liber 10972 of Deeds, page 278, thence;

1. N 01°56'22" W along the east right of way of Lake Road a distance of 140.00 feet to a point, thence;
2. S 88°42'07" E and through the lands of the Town of Hamlin a distance of 340.54 feet to a point, thence;
3. S 01°56'22" E and through the lands of the Town of Hamlin a distance of 149.54 feet to a point, thence;
4. N 89°43'52" W through the lands of the Town of Hamlin, along the north line of Rebecca Rowell and lands now or formerly of Gerald and Jennifer Rowell a distance of 224.75 feet to a point on the east line of lands now or formerly of Life Solutions of Hamlin, Inc., thence;
5. N 01°56'22" W along said east line of Life Solutions a distance of 15.66 feet to the northeast corner of aforesaid lot, thence;
6. N 89°43'52" W along the north line of said Life Solutions a distance of 115.50 feet to the point of beginning, having an area of 50,077 square feet, 1.150 acres more or less.

Said lease parcel subject to all easements, covenants, restrictions, and agreements of record **affecting said parcel.**