

GENERAL ADMINISTRATION DIVISION

Report No. 3

OGDENBURG CITY SCHOOL DISTRICT
OGDENBURG, NEW YORK

SUBJECT: St. Lawrence-Lewis BOCES Lease Agreement for Natural Resources Educational Program

DATE: November 18, 2019

REASON FOR BOARD CONSIDERATION:

The Board of Education must approve all contractual agreements.

FACTS AND ANALYSIS:

The Board of Cooperative Educational Services (BOCES) is proposing a lease agreement with the Ogdensburg City School District to lease property adjacent to Northwest Technical Center in Ogdensburg, New York, 15 acres of land being a portion of Tax Parcel No. 48.081-1-2.1. This land will be utilized to provide a Natural Resources Educational Program for district students and students from other area school districts.

RECOMMENDED ACTION:

Moved by _____ and supported by _____ that, having the recommendation of the Superintendent of Schools, the Board of Education of the Ogdensburg City School District does hereby authorize the Superintendent of Schools to sign the three-year lease agreement with St. Lawrence-Lewis BOCES. The lease agreement will allow for the utilization of 15 acres of land, being a portion of Tax Parcel No. 48.081-1-2.1 owned by the Ogdensburg City School District, to be used by the Northwest Technical Center to provide a Natural Resources Educational Program for all area students, this 18th day of November 2019.

APPROVED FOR PRESENTATION TO THE BOARD:



Superintendent

KK/alf
Attachment

LEASE AGREEMENT

Lease Agreement made between The Ogdensburg City School District, State Street, Ogdensburg, New York 13669 ("Lessor") and the St. Lawrence-Lewis BOCES, 40 West Main Street, Canton, New York 13617 ("Lessee").

SECTION ONE. LEASE OF PREMISES

Lessor leases to Lessee, and Lessee leases from Lessor, the property, together with any improvements on the property, located in St. Lawrence County, New York, more particularly described as approximately 15 acres of land being a portion of Tax Parcel No 48.081-1-2.1 lying adjacent to the land of Lessee known as its Northwest Technical Center in Ogdensburg, New York 13669 (the "Leased Premises"), subject to the following terms and conditions.

SECTION TWO. TERM

The term of this Lease Agreement shall be for three (3) years and shall be for use and benefit of Lessee, unless sooner terminated pursuant to the provisions of this Lease Agreement.

SECTION THREE. PURPOSE

Lessee at its expense and effort shall manage and maintain the Leased Premises as a part of Lessee's Natural Resources Education Program.

SECTION FOUR. CONSIDERATION

Lessor agrees that Lessee's use and stewardship of the Leased Premises benefits Lessor and provides appropriate care and maintenance of Lessor's land at no cost to the Lessor and will provide Educational opportunities for its students and those of other school districts through the Lessee's Natural Resources Educational Program.

SECTION FIVE. BEST MANAGEMENT PRACTICES

Lessee shall maintain, manage and use the premises for all activities conducted under this Lease Agreement in compliance with a Proposal to Manage the Premises dated October 9, 2018, developed by

the Lessee and approved by Lessor attached hereto as Exhibit A. ("Management Plan")

**SECTION SIX.
EASEMENTS**

Any easement granted by Lessee but not first approved in writing by Lessor shall be considered void and without legal effect.

**SECTION SEVEN.
OTHER AGREEMENTS**

This Lease Agreement shall not be construed as authorization for Lessee to lease, sublease, convey or encumber the Leased Premises or any portion of the Leased Premises without the prior written approval of Lessor.

**SECTION EIGHT.
LESSEE'S RESPONSIBILITIES**

Lessee shall control access to the Leased Premises; co-ordinate, control and oversee the Leased Premises and all activities that occur on the Leased Premises; initiate appropriate management programs to meet the goals and objectives stated in this Agreement; co-ordinate preparation and periodic revision of the Management Plan; co-ordinate and monitor all management activities undertaken by others; and compile and submit such reports as may be reasonably required by Lessor.

**SECTION NINE.
MANAGEMENT PLAN LIMITATIONS**

The Leased Premises shall not be developed or physically altered in any way other than what is necessary for the Educational Program of the Lessee and according to the Management Plan. The Management Plan for the Leased Premises shall provide the basic guidance for all management and use activities for the premises and shall be reviewed jointly by Lessee and Lessor at least every year. Lessee shall not use or alter the Leased Premises except as provided for in the approved Management Plan without the prior written approval of Lessor. The Management Plan prepared under this Lease Agreement shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

**SECTION TEN.
QUIET ENJOYMENT AND RIGHT OF USE**

Lessee shall have the right of ingress and egress to, from and upon the Leased Premises for all purposes necessary to their full quiet enjoyment of the rights conveyed in this Agreement. Lessee shall have the authority and right to enter and occupy the Leased Premises for all purposes necessary to meet its designated responsibilities, including protection of the Leased Premises. Lessee shall have the authority

and shall, through its agents and employees, take all reasonable measures to provide security against property damage, property degradation, and unauthorized uses or any use of the Leased Premises not in conformance with this Lease Agreement.

**SECTION ELEVEN.
RIGHT OF INSPECTION**

Lessor or its duly authorized agents shall have the right at any and all times to inspect the Leased Premises and the works and operations on the Leased Premises of Lessee in any matter pertaining to this Lease Agreement.

**SECTION TWELVE.
ASSIGNMENT**

This Lease Agreement shall not be assigned in whole or in part without the prior written consent of Lessor. Any assignment made without the prior written consent of Lessor shall be void and without legal effect.

**SECTION THIRTEEN.
UTILITY FEES**

Lessee shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the Leased Premises, if any, resulting from Lessee's use of the Leased Premises and for having all utilities turned off when the Leased Premises are surrendered.

**SECTION FOURTEEN.
CONDITIONS AND COVENANTS**

All of the provisions of this Lease Agreement shall be deemed covenants running with the land included in the Leased Premises, and shall be construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

**SECTION FIFTEEN.
DUPLICATE ORIGINALS**

This Lease Agreement is executed in duplicate originals each of which shall be considered an original for all purposes.

**SECTION SIXTEEN.
PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**

Fee title to the Leased Premises is held by Lessor. Lessee shall not do or permit anything to be done which

purports to create a lien or encumbrance of any nature against the Leased Premises, or against any interest of Lessor in the Leased Premises.

**SECTION SEVENTEEN.
PLACEMENT AND REMOVAL OF IMPROVEMENTS**

All fixed improvements required to implement the Management Plan and placed on the Leased Premises by Lessee, using Lessee's funds, will remain the property of Lessee during the term of this Lease Agreement. Within 4 months after the termination or expiration of this Lease Agreement, Lessee shall have the right to remove, at its expense, any or all improvements it has funded and placed on the Leased Premises. If Lessee fails to remove the improvements that it has placed on the Leased Premises within 4 months after the expiration or termination of this Lease Agreement, all remaining improvements shall become the property of Lessor and Lessee shall put no claim on any improvement.

**SECTION EIGHTEEN.
MAINTENANCE OF IMPROVEMENTS**

Lessee shall maintain the real property contained within the Leased Premises and any improvements as set forth in the approved Management Plan in a state of good condition, working order and repair, including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, meeting all building and safety codes, keeping the Leased Premises free of trash or litter, and maintaining all existing trails in as good condition as the same may be on the effective date of this Lease Agreement; provided, however, that any removal or closure of the above improvements shall be acceptable when the proposed activity is consistent with the goals of the Management Plan.

**SECTION NINETEEN.
NO WAIVER OF BREACH**

The failure of Lessor to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this Lease Agreement shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver by Lessor of any one of the provisions of this Agreement shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by Lessor.

**SECTION TWENTY.
DAMAGE TO THE PREMISES**

Lessee agrees that it will not do, or suffer to be done, in, on or upon the Leased Premises or as affecting the Leased Premises, any act which may result in damage or depreciation of value to the Leased Premises, or any part of the Leased Premises. Lessee shall not dispose of any contaminants, including, but not limited to, hazardous or toxic substances, chemicals or other agents used or produced in Lessee's operations, on the Leased Premises or on any adjacent state land or in any manner not permitted by law.

**SECTION TWENTY-ONE.
CO-OPERATION IN LITIGATION**

The parties shall assist in the investigation of injury or damage claims either for or against either party pertaining to their respective areas of responsibilities, or arising out of their respective management programs and activities, if any, and shall contact the other regarding whatever legal action they deem appropriate to remedy such damage or claims.

**SECTION TWENTY-TWO.
INSURANCE REQUIREMENTS**

Lessee shall assume all risks and liability of any kind or nature associated with or related to the use of the Leased Premises for the Educational Program of the Lessee authorized by this Agreement. Lessee shall indemnify, defend and hold harmless Lessee from all liabilities arising from lessees use of the Leased Premises herein provided Lessor shall be responsible for any and all claims for personal injury or property damage solely to the extent such claims directly arise from Lessor's negligent use of the Leased Premises.

The Lessee shall maintain general liability insurance in the minimum amount of 1 million/3 million per occurrence and shall maintain an umbrella policy in the minimum amount of 5 million. Lessee shall designate Lessor as additional loss insured on such policies.

**SECTION TWENTY-THREE.
TERMINATION; SURRENDER OF PREMISES**

This Lease Agreement shall be effective as of the day and year first above-written and shall remain in full force and effect until as provided in SECTION THREE of this Lease Agreement, unless sooner terminated as provided below in this paragraph. Either party may terminate this Lease Agreement for cause or convenience by giving 6 month notice in writing of its intent to do so. In the event of default by either party, this Lease Agreement may be terminated upon 2 months prior written notice to the defaulting party. If the defaulting party doesn't correct the noted failure within 30 days of receipt of the written notice of default, the other party may terminate this Lease Agreement by providing 30 days prior written notice of such termination to the defaulting party. Upon termination or expiration of this Lease Agreement, Lessee shall surrender the Leased Premises to Lessor.

**SECTION TWENTY-FOUR.
ENTIRE UNDERSTANDING**

This Lease Agreement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of Lessor and Lessee.

**SECTION TWENTY-FIVE.
NONDISCRIMINATION**

Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex,

national origin, age, handicaps, or marital status with respect to any activity occurring within the Leased Premises or upon lands adjacent to and used as an adjunct of the Leased Premises.

**SECTION TWENTY-SIX.
GOVERNING LAW**

This Lease Agreement shall be governed by and interpreted according to the laws of *New York*.

**SECTION TWENTY-SEVEN.
SECTION CAPTIONS**

Captions of Sections and paragraphs contained in this Lease Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Lease Agreement or any of its provisions.

**SECTION TWENTY-EIGHT.
NOTICES**

Any and all notices given or required under this Lease Agreement shall be in writing and shall be delivered in person or by first class United States mail, postage prepaid, and certified, return receipt requested, addressed as follows:

- A. If to Lessor: Ogdensburg City School District, State Street, Ogdensburg, New York 13669.**
- B. If to Lessee: St. Lawrence-Lewis BOCES, 40 West Main Street, Canton, New York 13617.**

**SECTION TWENTY-NINE.
OBLIGATION TO PAY**

Lessee's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the legislature.

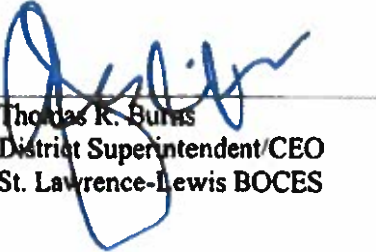
The parties have executed this Lease Agreement at Ogdensburg, New York the day and year first set forth above.

Lessor:



Kevin Kendall
Superintendent
Ogdensburg City School District

Lessee:



Thomas R. Burns
District Superintendent/CEO
St. Lawrence-Lewis BOCES

Ogdensburg City School District

2019 School Tax Certification

For Fiscal Year Ending 06/30/20

Bill No. 000000

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MAKE CHECKS PAYABLE TO

Alane L. Farrell
Tax Collector
%Community Bank N.A.
320 Ford Street
Ogdensburg NY 13669

TO PAY IN PERSON

Bring Tax Bill to:
Community Bank N.A.
320 Ford Street
Ogdensburg NY 13669

PROPERTY ADDRESS & LEGAL DESCRIPTION

S/B/L 401200 48.081-1-2.1
Address: Rosseel St
Town of: OGDENSBURG
School: 401200 - OGDENSBURG CSD
Class: Residential Vacant Land
Bank: **Acres:** 16.96 **Roll:** 8
Property Land
Descrip: Blk 263 & 264

Ogdensburg Enlarged
School District
1200 State St
Ogdensburg, NY 13669

Property Taxpayer's Bill of Rights

Full Market Value: \$549,300
Total Assessed Value: \$549,300
The Uniform Percentage of Value used to establish assessments was: 100.00%

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a Complaint on Your Assessment". Please note that the period for filing complaints on the above assessment has passed.

<u>Exemption</u>	<u>Value</u>	<u>Tax Purpose</u>	<u>Full Value Est.</u>
SCHOOL DIS	549,300	Cnty/Town/Schl	549,300

PROPERTY TAXES

<u>Taxing Purpose</u>	<u>Total Tax Levy</u>	<u>% Change from Prior Year</u>	<u>Taxable Value or Units</u>	<u>Rate per \$1000 or Per Unit</u>	<u>Tax Amount</u>
Ogdensburg School	10,350.926	2.4%		26.524611	
School Tax/Library	125.000			0.320317	

Payment Schedule

<u>Payment Period</u>	<u>Penalty</u>	<u>Late Fee</u>	<u>Total Due</u>
09/03/19 - 10/04/19			0.00

TOTAL TAXES DUE \$0.00
Paid in Full

To whom it may concern:

This is to certify the following information which is contained in the official Real Property Tax Records of the Ogdensburg City School District:

Parcel 401200 48.081-1-2.1
Owner Ogdensburg Enlarged
Location Rosseel St

TAX AMOUNT: 0.00
TAX PAID: 0.00
TAX BALANCE DUE: Paid In Full

Paid On Payor Check # Tax Paid Fee Paid

* No Payments received for this parcel *

Alane L. Farrell

Authorized Signature