



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

January 5, 2021

Johanna Batman, Executive Director
Shaker Heritage Society
25 Meeting House Road
Albany, New York 12211

RE: Shaker Heritage Society 50 Year Lease with Albany County for the Shaker Historic District located in the Town of Colonie

Dear Ms. Batman:

Herewith enclosed for the Shaker Heritage Society's records please find a fully executed original counterpart of its 50 Year Lease with Albany County for the Shaker Historic District located in the Town of Colonie, which Lease commenced on January 1, 2021.

Very Truly Yours,


Gregory A. Rutnik, Esq.
Assistant County Attorney

Enc.

Lease Agreement

This Agreement made on the 14th day of December, 2020 by and between

The COUNTY OF ALBANY, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its principal office located at 112 State Street, Albany, New York 12207-2021, (hereinafter referred to as the "County"), and

THE SHAKER HERITAGE SOCIETY, INC., a not-for-profit corporation organized and existing under the laws of the State of New York, having an office located at Shaker Meeting House, 25 Meeting House Road, Albany, New York 12211-1051 (hereinafter referred to as the "Society").

WITNESSETH:

WHEREAS, the County is the owner of certain property located in the Town of Colonie consisting of a parcel of land containing 770 acres known as the Watervliet Shaker Historic District on which are located many buildings and other improvements, and

WHEREAS, the Society has been the occupant of a portion of the said Historic District under a Lease dated October 14, 2010, and the County and the Society now wish to extend the occupancy of said portion of the Historic District by the Society for a longer period so that the Society may be better positioned to implement and complete its long-term restoration program for a portion of the site as well as to qualify for and obtain new funding, both private and public, for preservation of buildings and grounds, and

WHEREAS, both the County and the Society recognize the mutual benefits which will accrue to both parties by the continued occupation and management of the premises by the Society and are each willing to work cooperatively to preserve the Shaker heritage of the site for the benefit of the general public and the residents of Albany County.

NOW, THEREFORE, THE COUNTY AND THE SOCIETY MUTUALLY AGREE AS FOLLOWS:

Article 1. Term

The Term of this Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2070 unless the County or the Society terminates it beforehand by giving the other party written notice of the intent to terminate at least three (3) months one (1) year prior to the end of said Term.

The Society and County, may at their discretion, subject to County legislative enter into a separate agreement to transfer ownership of the Demised Premises, in whole or in part, from the County to the Society at any time during the Term of this Agreement. The purchase price shall be mutually agreed upon by the County and Society. This Agreement shall terminate upon transfer of ownership.

Article 2. The Demised Premises

The Demised Premises include all of the improvements located as shown on Exhibit A attached hereto.

For further clarity, the buildings and structures on the Demised Premises include:

1. The 1848 Meeting House
2. The Brethren's Shop
3. Ministry Workshop
4. Trustee's Office
5. Drying House
6. Wash House and Cannery
7. 1916 Barn
8. 1920 Garage
9. Shaker School House
10. Apple Orchard

Article 3. Rent

In consideration of the terms and obligations of this Agreement, the Society agrees to pay and the County agrees to accept, the sum of ONE DOLLAR (\$1.00) per annum as rent for the use and occupancy of the Demised Premises.

Article 4. Permitted Uses

(a.) The Society shall have the right to use and occupy the Demised Premises for the term of this Agreement, for all of the lawful purposes for which it was, or may hereafter be authorized to perform, by its articles of incorporation, including, but not limited to, office space, educational exhibits, demonstration shops, teaching space, retail sales of Shaker and other materials and articles, tours, craft fairs, fundraising events and any other activity to educate the public regarding Shaker life style and their influence on American history and culture. It may also with County legislative approval use the Demised Premises to generate income from land uses such as farming and term rentals which fulfill the mission of the Society.

(b.) The Society shall use its best efforts, expertise and resources to preserve, restore and rehabilitate the structures and the grounds on the Demised Premises by applying for and obtaining both public and private grants, loans, and other funding to make necessary repairs and improvements to preserve the historic nature of said structures and to restore the grounds to their historical conditions used by the Shaker community or as may be appropriate so long as the improvements do not impair the ability to return the structures and grounds to their historical condition at any point in the future, and it may with County legislative approval agree to such terms as required by the maker of such grants, loans or other funding to secure the performance by the Society of its obligations under said grant agreements, including, but not limited to, the grant of easements, imposition of restrictive covenants, public access requirements, and anti99 discrimination provisions.

(c.) The Society shall use its best efforts and expertise to promote and expand the potential of the Demised Premises for both its own functions and for business development associated with the long-term plan for the site developed by the Society and to maximize income derived from the Demised Premises so that on a long-term basis, the Demised Premises becomes a self-sustaining business entity. To that end, the Society may with County legislative approval make land improvements to improve utility services (electric, gas, telephone, data transfer, television, water and sewer), ground water drainage, roads, signage and other improvements to effectuate its long- term goals for the site.

(d.) The Society shall be permitted to restore, rebuild and renovate any of the structures and grounds on the Demised Premises consistent with the historic nature of the site and structure in order to comply with any provision of a grant or loan obtained to fund such repair or preservation project. Construction to be performed under paragraphs (c) and (d) of this Article shall be permitted after notice to the County, County legislative approval and approval of construction plans by the County Engineer or his designee. Approval by the County Engineer or his designee shall not be unreasonably or delayed.

(e.) The Society shall at its own cost and expense comply with all laws, ordinances, codes, rules and regulations applicable to its use and occupancy of the Demised Premises, including but not limited to, zoning laws, building codes, labor and alcoholic beverage control laws. Whenever alcoholic beverages are to be served at a Society function, it shall be the responsibility of the Society to procure Liquor Liability insurance and a valid New York State Liquor Authority permit for such events and, when requested by the County, it shall provide the County with copies of the same.

Article 5. County's Right of Access

(a.) The County, its employees, officers and agents shall have the right to enter the Demised Premises at all reasonable hours for the purpose of inspecting or examining same for compliance with this Agreement and for the purpose of making any necessary repairs to ensure the health and safety of the public. Any such repairs shall be made after consultation with the Society and shall be consistent with the preservation goals of the Society or the terms and conditions imposed by any grant agreement, loan or other agreement governing the condition of the historic structures.

(b.) The County agrees to retain possession of the buildings known as the Trustee's Office, the Wash House and Cannery until completion of the structural repairs under the New York Regional Economic Development grant awarded in 2016. During the time that the County retains such possession, it shall be required to maintain such structures, making all necessary repairs to the same, and it shall be required to maintain the grounds ancillary to such structures. The County and the Society agree to work cooperatively during the repair period. The County will remove its personal property from these structures prior to the Society taking possession of the buildings.

(c.) The County agrees to continue to maintain Meeting House Road in its entirety through the Demised Premises, and agrees to continue to provide snow plow and removal

services on Shaker Lane and for Meeting House Road and the parking lots, and mowing on the Demised Premises.

Article 6. Ownership of Improvements

In the event that the Society makes renovations or improvements to any of the buildings or structures on the Demised Premises, all such improvements and renovations and the materials used therefor shall remain the property of the Society for and during the term of this Agreement.

Upon the expiration or earlier termination of this Agreement, such improvements and renovations and the materials used therefor shall become the property of the County.

Article 7. Insurance

The Society agrees to procure and maintain during the term of this Agreement at its own expense, insurance policies issued by insurers licensed to do business in the State of New York of the kind and in the amounts set forth below, which insurance policies shall be primary:

(a.) Workers Compensation and Employers Liability Insurance providing protection, for employees in the event of job related injuries, or a waiver of this requirement if such waiver is issued by the State of New York.

(b.) Automobile liability insurance for Society-owned vehicles with limits of not less than \$500,000 per occurrence covering bodily injury, including death, or property damage for any loss or damage arising out of the use, ownership or lease of any motor vehicle owned, used or leased by the Society.

(c.) General Liability Insurance, including comprehensive, personal injury, contractual/products/completed operations, premises operations and broad form all peril property insurance with limits of not less than \$1,000,000 per occurrence.

The County agrees to either self-insure or procure and maintain at its own expense, comprehensive property insurance for the Demised Premises.

Article 8. Indemnification

The Society shall name the County as an additional insured on the insurance policies required by this Agreement entitled to 30 days advance written notice of their cancellation or lapse and it shall hold harmless and indemnify the County for any expense, loss, and/or damages suffered by it only to the extent of the limits of such insurance policies.

Article 9. Destruction of the Demised Premises or any Structures thereon

In the event that any structure on the Demised Premises is partially destroyed or damaged to a degree that it would be economically feasible to reconstruct that portion so damaged, this Agreement shall be continued and all insurance proceeds received by the Society and the County shall be used to reconstruct the damaged portion or portions of such structure to the same condition it enjoyed immediately prior to its damage. In the event that a single structure is totally destroyed, the parties shall consult and determine if the structure should be rebuilt. If it is determined that said structure should not be rebuilt, both parties agree to establish an account using all insurance proceeds received by both parties on account of such damage. Such funds shall be used to repair, preserve or rehabilitate the remaining structures located on the Demised Premises in accordance with the Historic District Site Plan developed by the Society.

If all of the buildings on the Demised Premises are destroyed and it is determined that none can be repaired or should be rebuilt, then any insurance proceeds shall be distributed to each party as their respective interests appear at the time of the damage and this Agreement shall terminate without any further liability on the part of either party.

Article 10. Operation and Maintenance.

In recognition that the Society seeks to restore and rehabilitate Demised Premises over the long-term, but until such conditions are fully achieved, some of the structures on the Demised Premises may require emergency repairs that are beyond the capacity of the Society to undertake.

As has been past practice and understanding of the parties under the current agreement, the County agrees to perform emergency repairs when requested by the Society

Emergency repairs may include, but not be limited to, securing a structure in imminent danger of collapse, making repairs to prevent further significant deterioration of a structure, or repairing or securing a structure to protect health and wellbeing of the general public. The County also agrees to generally assist the Society when needed with performing routine maintenance on the property to ensure said a state of good repair, including, but not limited to, preventivemaintenance, normal periodic repairs, and replacement of certain items. For its part, the Society shall take good care of the Demised Premises and shall work with the County to ensure the Demised Premises stays in good condition, order and repair, and in safe, dry and tenantable condition. The foregoing provisions shall not, however, impose any liability of the County to pay for the costs of routine maintenance.

The parties also agree to continue to work cooperatively in securing funding and other resources, such as public and private grants and loans to fund and complete maintenance and capital improvements on the Demised Premises. At their discretion, the Society and County may enter into a separate agreement that defines in more detail their respective

responsibilities for operations and maintenance of the Demised Premises ("O&M Agreement"). The terms of the O&M Agreement shall be mutually agreed upon by the Society and County subject to County legislative approval.

Article 11. Termination of this Agreement

This Agreement may be terminated by either party hereto for any material breach of any term hereof. A material breach, for the purpose of this paragraph, is defined as the violation or non-performance of any term of this Agreement which goes unremedied for a period longer than is specified in this Article.

If a violation or failure to perform any provision of this Agreement occurs, or is permitted by either party, the offended party shall provide written notice of such violation to the offending party in accordance with the notice provisions of this Agreement. After receipt of such notice the offending party shall have 60 days to correct the violation or formulate a plan to correct the same. If the violation requires construction or reconstruction, or some conduct other than the payment of money, then the corrective conduct must commence within 20 days after the corrective plan is delivered to and approved by the offended party. After this remediation period has expired, (80 days from receipt of the notice of violation), the offended party may terminate this Agreement.

This Agreement must be terminated by judicial proceeding to be commenced after the cure period has expired and each party shall have all of its rights preserved for defense or termination of this Agreement, provided that either has acted in good faith to either cure a violation or accept the proposed cure offered by the offending party.

Article 12. Use of Parking Facilities

In the event that the Society schedules special events at the Demised Premises and additional parking facilities are required, the County agrees that the Society and its guests and invitees shall be permitted to use additional parking on County property adjacent to or abutting the Demised Premises which is shown on Exhibit A attached hereto. The Society shall be required to provide the County with a 30-day notice of such special event and the County shall designate areas where such additional parking may be had. The Society shall be responsible for all traffic control at such special events and as between it and the County, the Society shall be solely liable for all injuries and/or damages arising from its conduct and management of such events.

Article 13. Security

The County shall continue to provide its existing security and police protection of the Demised Premises. In the event that a special event conducted by the Society requires

additional security, the Society shall notify the County of such needs. The County, in its sole discretion, may agree to provide such additional security as it may determine is necessary at the expense of the Society, based upon the hourly rate actually charged or incurred by the County. If the County denies such additional security, the Society may then contract directly with a security provider to provide such service.

Article 14. Assignment

This Agreement may not be assigned or sublet without the written consent of the other party and County legislative approval. The Society has developed a Master Plan for the use of the Demised Premises and that plan calls for the sublease or under-lease of portions of the Demised Premises to develop additional sources of revenue to be used to maintain and restore the site. The County agrees that such occupancies are necessary for the advantages that such revenue sources hold for the continued viability of this project and subject to County legislative approval will consent to such agreements provided that they are consistent with the provisions of this Agreement.

Article 15. Modification and Extension

This Agreement contains all of the material terms of the agreement between the parties and may be changed, modified, amended or extended only in writing signed by an authorized representative of each party.

Article 16. Notices

All notices required under this Agreement shall be in writing and delivered during regular business hours of each party. Either party may deliver a notice by fax transmission, provided that any notice of violation or of termination shall also be followed by paper copy sent by regular mail to the following:

The County of Albany

Separately addressed and sent to both:

County Executive and County Attorney at

Albany County Office Building

112 State Street

Albany, New York 12207-2021

Shaker Heritage Society

Executive Director

Shaker Meeting House

25 Meeting House Road

Albany, New York 12211-1051

Article 17. Non-Competition with Albany International Airport

The Society agrees that in the operation and restoration of the Demised premises during the term of this Agreement or any extension thereof, it shall not do or permit any act which would interfere with the operation of Albany International Airport, nor shall it use the Demised Premises for parking facilities which are not associated with its activities on the Demised Premises in competition with parking facilities operated by or on behalf of the Airport.

Article 18. Entire Agreement

This Agreement contains the entire understanding of the County and the Society and supersedes any and all prior agreements. This Agreement shall apply to, bind, and inure to the benefit of parties and their respective successors and assigns. This Agreement may not be changed, modified, discharged or terminated except by an agreement executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement, have by their duly authorized representative, executed this Agreement on the date first above written.

THE COUNTY OF ALBANY, NEW YORK

By: Daniel P. McCoy

DANIEL P. McCOY

Title Albany County Executive

THE SHAKER HERITAGE SOCIETY, INC.

By: J. Bateman Johanna Bateman
(Print name signed)

Title Executive Director

ACKNOWLEDGMENTS

STATE OF NEW YORK)

) SS.:

COUNTY OF ALBANY)

On the 14th day of December 2020 before me, the undersigned, personally appeared DANIEL P. McCOY 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 as County Executive of the County of Albany, New York, and that by his signature on the instrument, the individual, or the person upon behalf of which he acted, to wit: the County of Albany, New York, executed the instrument.

Melanie J. Bunzey
NOTARY PUBLIC - STATE OF NEW YORK

STATE OF NEW YORK)

) SS.:

COUNTY OF ALBANY)

MELANIE J. BUNZEY
Notary Public, State of New York
Qualified in Albany County
No. 018U6048902
Commission Expires Oct. 2, 2022

On the 18th day of November 2020 before me, the undersigned, personally appeared Johanna Bateman 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 as Executive Director of The Shaker Heritage Society, Inc., and that by his/her signature on the instrument, the individual, or the person upon behalf of which he/she acted, to wit: The Shaker Heritage Society, Inc., executed the instrument.



NOTARY PUBLIC - STATE OF NEW YORK

Valerie Garcia
Notary Public, State of New York
No. 01GA6340926
Qualified in Schenectady County
Commission Expires April 25, 2021