

St. Lawrence County
OFFICE FOR THE AGING

80 State Hwy. 310, Suite 7
Canton, New York 13617-1497

Andrea Montgomery
Director

Telephone
315-386-4730
FAX
315-386-8636

NUTRITION SITE AGREEMENT

This Agreement is made between the Towns of Clifton and Fine, the parties of the first part, hereinafter known as the landlord, and St. Lawrence County, acting through the St. Lawrence County Office of the Aging, the party of the second part, hereinafter known as the tenant.

The premises covered by this agreement are described as the single story community room (696 sq. feet) and the kitchen of the Clifton-Fine Community Center, located at 4208 State Highway 3 in the Hamlet of Star Lake in the Town of Fine, in the County of St. Lawrence, and in the State of New York.

The landlord has agreed to lease to the tenant and does hereby lease to the tenant, and the tenant has agreed to take from the landlord and does hereby take from the landlord the premises above described to be used for the purposes of the tenant in operating the St. Lawrence County Office for the Aging Nutrition Center.

The tenant will have use of the premises Monday through Friday from 8:00 a.m. to 2:00 p.m., excluding the 12 county observed holidays.

The tenant shall also have use of the kitchen equipment listed in *Schedule B*, attached hereto.

The term of the lease shall be for three years to commence on the 1st day of January, 2016 and to end on the 31st day of December, 2018. Either party may terminate this agreement with thirty (30) days written notice.

The rental amount shall be Three Hundred and Fifty Dollars (\$350.00) per month payable by the tenant to the Town of Fine on the first day of each month. Said sum represents Three Hundred Dollars (\$300) per month for use of the building, and Fifty Dollars (\$50) per month for trash removal.

This instrument shall apply to and bind the heirs, legal representatives, successors, or grantees of each of the parties.

During the term of this lease or its renewal or renewals, if any, that the landlords will provide all fire inspections, snow removal, trash removal, heat, electricity, and shall replace all kitchen equipment upon the end of its useful life.

During the term of this lease or its renewal or renewals, if any, that the tenant will provide all propane gas for the commercial stove, shall maintain and repair all kitchen equipment used by tenant, excluding any repair to equipment damaged during hours not covered by this agreement, and shall be responsible for their operating permit from the New York State Department of Health. The tenant will not be responsible for cleaning or damage to the premises or equipment that occurs outside of the hours covered by this agreement.

The landlord shall comply with St. Lawrence County's Standard Contract provisions as detailed in *Schedule A*, appended hereto and shall be solely responsible for provision of liability insurance from injury to persons or property and shall name the County as an additional insured on all such policies.

The tenant will keep the premises in a clean and healthy condition during the hours covered by this agreement, the tenant will keep the premises in as good repair as they are in at the commencement of the lease, or as they shall be at any time during its continuance, and at the end of said term will deliver up the same in as good order and condition as they were at the commencement of the lease, reasonable use and wear and damages by fire and other unavoidable accident alone excepted.

The tenant will not assign, transfer, or set over this lease or sublet the whole or any part of the premises to any person or persons, without obtaining the consent of the landlord in writing,

The tenant will not make or allow to be made any alterations, additions or improvements to the same except as provided above without first submitting plans therefore and obtaining the consent of the landlord in writing.

The tenant will not use or occupy said premises nor permit said premises to be used or occupied for any purpose deemed hazardous on account of fire, and will not store, have or keep any material or substance which would increase the fire hazard.

The landlord shall also be permitted at any time during the term of the lease to visit and examine said premises at any reasonable hour of the day, and whenever necessary for repairs, agents shall be permitted to make the same.

If the premises, or any part thereof, shall become vacant during said term, the landlord may reenter the premises and re - lease the premises.

If at any time during the term the tenant shall be declared bankrupt, or if the tenant uses the premises in an illegal manner, then this lease may be, at the option of the landlord, be declared void, and the lease shall be void from the time of service upon the tenant of written notice signed by the landlord.

Any notice proved for to be given by this instrument shall be deemed properly served on the party to whom it is to be given if the same is sent to the party in a via registered or certified mail, and at the time of the mailing of said notice shall be deemed to be the time of this service.

Notwithstanding any language already contained within the other sections of this agreement, St. Lawrence County shall require proof of Worker's Compensation and Disability Benefits Insurance from the Town of Clifton and the Town of Fine as described in *Schedule A*, appended hereto.

The landlords agree that for the purposes of operation of the Nutrition Program, it will ensure equal access for all persons without regard to race, color, religion, sex, national origin, partisan affiliation, or sexual orientation.

In witness whereof, the parties hereunto set their hands and seal on the ____ day of _____, 2016

By:
Supervisor, Town of Fine

State of New York)
) ss:
County of St. Lawrence)

On this ____ day of _____, 2016 before me personally appeared _____, Supervisor of the Town of Fine and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

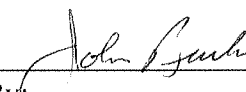
Notary Public

By:
Supervisor, Town of Clifton

State of New York)
) ss:
County of St. Lawrence)

On this ____ day of _____, 2016 before me personally appeared _____, Supervisor of the Town of Clifton to me known and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Notary Public



By:
Chair, St. Lawrence County Board of Legislators

State of New York)
) ss:
County of St. Lawrence)

On this 4 day of April, 2016 before me personally appeared John Burke, Chair of the St. Lawrence County Board of Legislators to me known and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.



Notary Public

KELLY SUE PEARSON
Notary Public, State of New York
No. 01PE6213525
Qualified in St. Lawrence County
My Commission Expires November 9, 2017

Schedule B

Stove model #: JGBS20BEHICT	Serial #: DH123385P
Refrigerator/freezer model #: GTR17BBRFRCC	Serial #: AH839290
Freezer model #: FUM17DRARWH	Serial #: AH164096
Dishwasher model #: SR24H	Serial #: 85-1044613
Coffee Pot model #: 3261	Serial #: 8H45 E207393
Microwave model #: JE51358WJ01	Serial # DH902203U

1 baking rack	2 muffin pans
1 25" serving tray	1 dozen salt & pepper shakers
2 wet floor signs	1 first aid kit
5 dozen 9" dinner plates	5 dozen 5 1/2" plates
5 dozen dessert bowls	6 dozen 12 oz. water glasses
5 dozen soup bowls	8 dozen teaspoons
6 dozen dinner forks	6 dozen bouillon spoons
6 dozen knives	48 (2co) trays 12x16
3 slotted serving spoons	3 solid serving spoons
1 perforated serving spoon	1 2 oz. ladle
1 4 oz. ladle	1 measure spoon
1 6 oz. ladle	1 small rubber spatula
1 large rubber spatula	1 #30 scoop
1 #20 scoop	3 #8 scoops
1 large wire whip	1 small wire whip
1 mixing bowl set	1 large strainer
1 9x9x2 cake pan	1 small strainer
3 small pitchers	1 measure cup
1 14" fry pan	1 can opener
1 12qt. stock pot	1 2 3/4 qt. pot
1 5 1/2 qt. pot	3 Ice cube trays
2 2 qt. pitchers	1 dish strainer & drain
1 Mop bucket	1 Mop
1 Push broom	1 32 gal. trash can
1 tall trash can	2 small Rubbermaid trash cans
1 dust pan	1 serving fork
2 small turners	1 vegetable peeler
3 cooler/freezer thermometer	1 pie server
2 plastic buckets	1 silverware bucket
8 napkin holders	