

Bid Ref No: 14.04

Date: 1/23/14

**COUNTY OF MADISON  
Division of Purchasing  
Madison County Office Building  
Wampsville, NY 13163**

**COPY OF LEGAL ADVERTISEMENT**

Pursuant to Section 215 of the County Law, sealed bids for **Leasing Madison County Owned Farm Land** will be received at the Office of the Purchasing Agent, Madison County Office Building, Wampsville, NY 13163 until **10:00 AM (local time) on Thursday, February 6, 2014.**

Property to be leased is contained in three separate fields of the following approximate sizes; Lease Area A - 52 acres, Lease Area B - 13 acres and Lease Area C - 4 acres. This property is located on the east side of Tuttle Road, Town of Lincoln beginning approximately 700 feet south of the intersection of Tuttle Road and Timmerman Road and running generally along and parallel to Tuttle Road for a distance of approximately 0.8 miles. A sketch map of the property to be rented, general conditions and a copy of forms required for submitting a bid are available from Ms. Cindy Urtz, County Purchasing Agent. The land may only be used for agricultural purposes including pasturing of animals and growing/harvesting of crops. All areas will be leased to a single bidder. The successful bidder will be required to sign a three year lease effective about March 11, 2014 and provide proof of insurance indemnifying Madison County. Specific conditions and details are available from Jim Zecca, Director, MCDSW (Phone 361-8408).

A bid security in the form of a bid bond, certified check, bank cashier/teller/treasurers check, payable to County of Madison, or cash in the amount of five hundred dollars (\$500.00) must accompany each proposal as a guarantee that if the proposal accepted, that a contract will be entered into. Madison County reserves the right to reject any and all bids when it is in the best interests of the County. First years rent will be due before signing of lease agreement.

REQUIRED FOR DEPARTMENT: Madison County Dept. of Solid Waste

DELIVERY TO: As Specified

DATED: January 23, 2014

Cindy Urtz  
Purchasing Agent

**INVITATION**

**SEALED PROPOSALS, SUBJECT TO THE CONDITION AS SHOWN  
HEREIN, REQUESTED ON THE FOLLOWING ITEM FOR THE  
DEPARTMENT AS MENTIONED, WITH THE DELIVERY TO  
DESTINATION SHOWN. PROPOSAL SHALL INCLUDE ALL  
CHARGES.**

**THESE SHEETS SHOULD REMAIN INTACT**

**--- DO NOT DETACH ---**

**COUNTY OF MADISON**  
**GENERAL CONDITIONS AND**  
**INSTRUCTIONS TO BIDDERS**

1. Original bids will be submitted in sealed envelopes at the Purchasing Department, Second Floor, Madison County Office Building, 138 N. Court Street, Wampsville, New York 13163 at **10:00 a.m. on Thursday, February 6, 2014.**

2. A copy of the Specifications and Form of Bid is available at: [www.madisoncounty.ny.gov](http://www.madisoncounty.ny.gov) .

3. Any deviations from the foregoing Specifications must be itemized in detail to receive consideration. Any Bid containing deviations that are not noted and explained fully will not be considered a complete Bid. Madison County reserves the right to decide whether deviations from Madison County Specifications are equal.

4. The Contract for the purchase of the above Item(s) will be awarded by the Purchasing Agent to the lowest responsible Bidder. In cases where two or more responsible Bidders submit identical Bids as to price, the Purchasing Agent may award the Contract to any of such Bidders. **The Purchasing Agent may reject all Bids and re-advertise for new Bids.**

5. Guarantee supplied with Bid shall be the manufacturer's standard guarantee. Said guarantee shall not begin to take effect until the day of delivery.

6. Bidder must state location and availability of products, including available hours.

7. **PROPOSAL:**

No bid will be accepted from or Contract awarded to any person who is in arrears to the County of Madison upon debt or Contract or who is in default as surety or otherwise, upon any obligation to said County of Madison.

All proposals shall be made on the forms herein provided and in the manner stated. No additional or qualifying clauses shall be written in.

The successful bidder shall agree, upon award of the Contract not to assign or sublet his Contract or any interest therein without first obtaining the written consent of the County Purchasing Agent.

8. In case of default by the Bidder or Contractor, the County of Madison may procure the articles or services from other sources without notice and hold the Bidder or Contractor thereby responsible for any excess cost occasioned.

9. **PAYMENTS**

The County of Madison will pay the Bidder or Contractor the amount of his Bid upon the faithful performance of the Contract and upon the approval of the bills by the Board of Supervisors of the County of Madison. Partial payments for delivered items or quantities of a Bid may be made by the County upon presentation of properly executed claim voucher, unless otherwise stated herein by the County when the materials, supplies, equipment or service have been fully delivered or completed to the full satisfaction of the head of the County Department for which same is being furnished.

10. The Bidder, if awarded an Order or Contract, agrees to protect, defend, and save harmless the County against any demand for payments for the use of any patented material, process, article, or device, that may enter into the manufacture, construction or form a part of the work covered by either Order or Contract; and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for or on account of any injuries or demands received or sustained by any group or parties, by or from any acts of the Contractor, his servants, or agents.

11. The General Code of the State of New York, and all Local Laws insofar as they apply to the Laws of the Competitive Bidding, Contracts, and Purchases, are made a part thereof.
12. Purchases by the County of Madison are not subject to any Federal, State or City Sales Tax. Exemption Certificates will be executed upon request when necessary form is furnished.
13. Price quoted shall be net, less all taxes and shall include delivery, all transportation and delivery charges prepaid to destination.
14. Cash or early payment discounts will not be considered in determining low Bidder.
15. Proposals must be submitted on the **ATTACHED ORIGINAL PROPOSAL FORMS** in a sealed envelope. The envelope shall be endorsed on Face with the name of the firm making the Proposal, the date of its presentation and the title for which the Proposal is made. Proposals at the option of the Bidder, may be mailed to the above address, but must be received by the time and date stipulated.
16. **BIDDERS PLEASE NOTE:** The words "OR EQUAL" shall be considered added to each Specification.
17. The Board reserves the right to require any Bidder to submit a sample either before or after the awarding of the Bid to ascertain whether or not the product will be suitable for the purpose for which it is to be used. Whenever a particular article has been specified by a manufacturer's designation, such designation is made as a general standard, and is not intended to restrict competitive bidding. Any other make may be offered if the product is equivalent to that mentioned as the standard. The Board shall be sole judge as to acceptable equivalency. Samples shall be submitted free of charge upon request and be identified with the Bidder's name and address.
18. Submission of a Proposal will be construed as indication that the Bidder is fully informed as to the materials satisfactorily to the full extent indicated on the PROPOSAL FORMS. His proposal shall include the furnishing of materials, as required, as well as delivery and other transit charges, including individual items placed on back order.
19. The Purchasing Agent reserves the right to award Bids on the basis of individual Items or on total sums of pages or groups, whichever will be for the benefit of the Board. Also, the Purchasing Agent reserves the right to increase or decrease the quantity of any item at the same unit price indicated by a Proposal at the time the Award is made.

#### **CORPORATE COMPLIANCE**

20. The County will conduct appropriate screening on all bids received to ensure and verify that the business/entity has not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. The County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the State or Federal healthcare programs. No bid will be accepted by the County from any business and/or entity who is sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. By signing and submitting this bid proposal, you are attesting to that fact that you and/or the entity, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.
21. The following five items will automatically render a Bid unacceptable to Madison County:
  - A. Failure to sign Bid Proposal Page.
  - B. Failure to sign Non-Collusive Bidding Certificate.
  - C. Failure to include necessary Bid Deposit.
  - D. Failure to sign and notarize Certification Of Compliance With The Iran Divestment Act
  - E. Failure to submit **ORIGINAL PROPOSAL FORMS**

It shall be fully understood that any deviations from the inclusion of the above Items will be grounds to see the Bid as non-compliant and will not be considered for Award.

22. Purchases under prices quoted in this Bid may be made by any political subdivision in Madison County. Subdivision dealing directly with the successful Bidder.
23. IT Purchases through Federal Schedule 70 – Pursuant to GML 103 (1-b) local governments can bypass the Usual bidding process for IT equipment. They are authorized to purchase information technology and tele-Communications hardware, software and professional services through cooperative purchasing permissible pursuant to federal general services administration information technology schedule seventy.
24. Piggybacking on Other Government Contracts – Pursuant to GML 103 (16), local governments are allowed to “make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein if such contract was let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities.”
25. Purchases Through Other Federal Government Schedules – Pursuant to GML 104 (2) local governments can bypass the usual bidding process making purchases through other federal schedules as provided by the US General Services Administration.
26. **MATERIAL SAFETY DATA SHEETS:** The successful Bidder shall be responsible for the provision of the MSDS's to the County prior to introducing hazardous materials on to the site, assuring compliance before work is started and disseminating any information to the County employees concerning significant chemical hazards that the successful Bidder is bringing to the County's work place. The MSDS's will be maintained by the County as long as those materials are present. It is the responsibility of the successful Bidder to train its own employees.
27. Guaranteed delivery on all items bid must be within thirty (30) working days of orders placed with successful Bidder. If the Vendor fails to deliver all or part of the items ordered within the thirty (30) working day period, the Vendor shall reimburse the County an amount equal to the difference between the Bid Price and whatever cost the County incurs in acquiring the undelivered items from another source.
28. **QUANTITIES:** The annual quantities listed in the Proposal are estimated only, based on requirements filed with the Purchasing Department. The Contract, however, shall be for the quantities actually ordered during the Contract period. Items will be ordered on an "As Needed Basis".
29. The County Purchasing Agent reserves the right to award the bid in part or in total within 45 days of bid.
30. **INSURANCE**
- When contracted work is required, at least two business days before execution of the Contract, the Contractor shall furnish necessary certification of any required insurance.
31. Contact Person:

**James Zecca**  
**315-361-8408**



**PRICING PAGE**  
**Leasing Madison County Owned Farm Land**

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, New York Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Email: \_\_\_\_\_

**Bid Amount in Numbers and Writing**

\$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents)  
***Per year for the entire area containing approximately 69 acres.***

**Purposes for which land will be used for:** (Indicate all planned uses and approximate acres that will be dedicated to each use).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sealed bid should be submitted/mailed to:

Ms. Cindy Urtz, Purchasing Agent  
Madison County Office Building  
PO Box 635  
Wampsville, NY 13163  
Phone (366-2201)

Bid will be accepted no later than 10:00 am, February 6, 2014

**Madison County reserves the right to reject any and all bids when it is in the best interest of the County.**



**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public

**NON-COLLUSIVE BIDDING CERTIFICATION**

**(SEE GENERAL MUNICIPAL LAW - SECTION 103-D)**

BY SUBMISSION OF THIS BID, THE BIDDER AND EACH PERSON SIGNING ON BEHALF OF THE BIDDER, CERTIFY UNDER PENALTY OF PERJURY TO THE BEST OF KNOWLEDGE AND BELIEF:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by Law, the prices which have been quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder, prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit a Bid for the purpose of restricting competition.

THE FOREGOING STATEMENT IS AFFIRMED AS TRUE UNDER PENALTY OF PERJURY.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**MADISON COUNTY  
DIVISION OF PURCHASE  
COUNTY OFFICE BUILDING  
WAMPSVILLE, NEW YORK 13163**

**Bid Ref No: 14.04  
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**NON-BIDDER'S RESPONSE**

For the purpose of maintaining accurate bidder's lists and facilitating your response to our bid proposals, Madison County is interested in ascertaining reasons for prospective bidder's failure to respond to invitations to bid.

If you are not responding to this bid, please indicate your reasons by checking any appropriate items below and returning this form to the above address. Your cooperation will be greatly appreciated.

We are not responding to this bid proposal for this reason:

- Items or materials are not manufactured by us or not available to our company
- Our items or materials do not meet these specifications
- Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- Quantities too small
- Insufficient time allowed for preparation of bid
- Incorrect address used. Our correct mailing address is:

\_\_\_\_\_  
\_\_\_\_\_

Other reasons: \_\_\_\_\_

\_\_\_\_\_

**PLEASE RESPOND:**

We are unable to bid at this time but would like to continue to receive Bid proposals.

We are unable to bid and wish to be removed from the interested Bidder's List.

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BID NAME:** \_\_\_\_\_ **REF. NO:** \_\_\_\_\_

## LEASE AGREEMENT

This Lease Agreement made and entered into on \_\_\_\_\_ between the County of Madison, Wampsville, NY 13163, referred to as the Lessor, and \_\_\_\_\_ County of Madison, referred to as Lessee.

In consideration of the mutual covenants contained in this Lease Agreement the parties agree as follows:

### SECTION 1 DESCRIPTION OF THE PREMISES

Upon the terms and conditions specified in this Lease Agreement, Lessor leases to the Lessee and Lessee hires from Lessor, to be used for agricultural and related purposes, property located in the Town of Lincoln, County of Madison, State of New York consisting of Parcel A containing approximately 52 acres, Parcel B containing approximately 13 acres and Parcel C containing approximately 4 acres more or less, which premises are more specifically delineated and shown in **Attachment A** (Sketch Map - Lease Area), including the rights and privileges set forth below.

### SECTION 2 TERM

The term of this Lease Agreement shall be for a period of three (3) years beginning on **March 11, 2014 and ending on March 11, 2017**.

### SECTION 3 RENT

The total rent for the term shall be \_\_\_\_\_ **Dollars (\$ )** per annum, which Lessee agrees to pay to Lessor at Madison County Treasurer, County Office Building, Wampsville, NY 13163 in the County of Madison, State of New York, or at such place or places as Lessor may from time to time designate. The rent shall be paid in full for each year in advance and no later than March 1<sup>st</sup> of each year except during the first year when rent is due on the date of signing this Lease Agreement.

### SECTION 4 PERMISSIBLE USES

A. The premises are leased to the Lessee for the purpose of producing crops, livestock and livestock products. The land use and cropping plan shall be as follows, and the numbers of each kind of livestock shall not exceed those in the following table, designated Land Use and Livestock Production Table:

LAND USE AND LIVESTOCK TABLE

Parcel	Acres	Crops	Livestock Pastured
A			
B			
C			

- B. The acres of crops and fields and the numbers of livestock shown above are those planned for the first year of this Lease Agreement, and may be adjusted within the year, or from year to year, by mutual agreement of Lessor and Lessee. All operations in furtherance of the use or uses and purpose or purposes for which the premises are leased shall be carried on and conducted in an efficient manner and in accordance with the best practices and husbandry generally employed and practiced in the area.
- C. Lessee shall not use or permit to be used, the demised premises, or any part of the demised premises, for any purpose or use other than those for which the premises have been leased, and in the manner provided in this Lease Agreement, unless otherwise from time to time mutually agreed by Lessor and Lessee.

## **SECTION 5 WASTE**

Lessee shall not commit waste on, or damage to, the demised premises, and will use due care to prevent others from so doing. Lessee shall also not commit a nuisance on the demised premises, or permit others to do so; nor shall Lessee use the demised premises for any unlawful purpose, or allow any other person to do so. The application of biosolids, septage and sludge of any kind, and in any form, either by spreading onto the land or by injection into the soil, is strictly prohibited.

## **SECTION 6 DUTIES OF LESSEE TO MAINTAIN**

Lessee shall keep the demised premises and the approaches to the property in as good a condition as when received, and in as good condition as they may be put during the term of this Lease Agreement, ordinary wear and tear excepted.

## **SECTION 7 ALTERATIONS OR ADDITIONS**

- A. Lessee shall not (upon penalty of immediate forfeiture of the leasehold conveyed by this Lease Agreement) without the written consent of Lessor, make, or permit to be made, any additions to or alterations of the demised premises, or any part of the demised premises. All additions to and alterations of the demised premises (except trade fixtures so intended by the Lessee and Lessor at the time of their annexation to the demised premises, and then only if they can be removed without injury to the realty) shall immediately become a part of the realty and the property of the Lessor.
- B. Should Lessor, from time to time, agree in writing to any addition to or alteration of the demised premises, Lessor and Lessee may at such time or times agree upon the terms and conditions upon which such additions and/or alterations shall be made, and the Agreement shall determine the rights of the parties in and to the specific addition and/or alteration made under each such Agreement.

## **SECTION 8 WATER RIGHTS**

No water rights are granted with this Lease Agreement. Lessor assumes no responsibility to Lessee for any water shortage from any source whatsoever.

**SECTION 9  
LESSORS RIGHT OF ENTRY**

- A. Lessor reserves the right during the term of this Lease Agreement, to enter upon the demised premises, and all parts of the demised premise, at any reasonable time or times for the purpose of inspection, consultation with Lessee, making repairs or improvements, developing mineral resources and carrying away minerals, posting notices, and for all other lawful purposes whatsoever.
- B. Lessor shall have, after notice of termination of this Lease Agreement or any extension of this Agreement, the right to enter upon the demised premises for any purpose provided, however, such entry by Lessor shall not interfere with Lessee in carrying out regular agricultural operations that Lessee shall, at the time, have the right to carry out and perform under the terms of this Lease Agreement.

The Lessors shall have the right to transit the leased area in order to reach adjacent areas of his property, consistent with maintaining the Lessee rights in effect at the time.

**SECTION 10  
LIABILITY OF LESSOR TO LEASE THIRD PERSONS**

Regarding the operations and responsibilities of this Agreement, the Lessee covenants and agrees to indemnify, defend and hold harmless Lessor, the County of Madison, (Madison County Board of Supervisors, The Madison County Department of Solid Waste and Sanitation, the Madison County Treasurer), its officers, agents and employees, during the term of this Lease Agreement and all extensions of this Lease Agreement, from any and all loss or expense that may arise by reason of liability or damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Lessee, his employees or agents while on the demised premises, or the approaches to the demised premises, or resulting from livestock and/or other animals straying from the demised premises, or because of any joint omission of duty, negligence or wrongful act on the part of the Lessee and the Lessor, their agents, or employees in connection with this Lease Agreement.

**SECTION 11  
INSURANCE**

The Lessee agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits of one million dollars (\$1,000,000.00). The Lessee also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less that one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage. The required insurance policies shall be endorsed to include County of Madison as an additional insured and a Certificate of Insurance shall be provided to the Certificate of Insurance Holder, who shall be the Clerk of the Board of Supervisors located in the County Office Building, Wampsville, NY 13163. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder by certified mail thirty (30) days prior to any change, diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this Lease Agreement, the issuing company(s) shall provide a Certificate of Insurance to the Certificate of Insurance Holder upon renewal of the policies.

**SECTION 12  
ASSIGNMENT OR SUBLETTING**

- A. Lessee shall not assign this Lease Agreement, or any interest in this Lease Agreement, nor sublet the demised premises, or any part of the demised premises, without the Lessor's prior written consent. Lessee shall also not permit, without the prior written consent of Lessor, the demised premises, or any part of the demised premises, to be occupied or possessed by any other person or persons other than the Lessee's agents and employees.
- B. It is expressly provided that no right or interest of Lessee in and to this Lease Agreement shall be assignable by operation of law without the approval and consent of the Lessor first obtained in writing. Lessor shall have the right to terminate this Lease Agreement upon any unauthorized assignment or sublease, and declare this Lease Agreement void and of no further force or effect.

**SECTION 13  
WAIVER BY LESSOR OF BREACH BY LESSEE**

The waiver by Lessor of a breach of any covenant or condition in this Lease Agreement shall not constitute a waiver of such covenant or condition, nor a waiver of a future breach of the same or any other covenant or condition of this Lease Agreement. The acceptance of rent by Lessor, with or without knowledge of a previous breach, shall not be deemed a waiver of a previous breach or breaches, by Lessee of any covenant or condition contained in this Lease Agreement, other than the one for which payment is also accepted.

**SECTION 14  
LESSOR'S REMEDIES ON DEFAULT BY LESSEE**

- A. Lessee agrees that in the event he/she should be in default of the performance of any of the terms, covenants or conditions of this Lease Agreement, or have otherwise breached this Lease Agreement, Lessor may in addition to every remedy now or hereafter available at law or in equity have the rights and remedies set forth in this Lease Agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.
- B. Lessor shall have the right to reenter the demised premises without effecting thereby the termination of this Lease Agreement, by giving the Lessee lawful notice of such intention. Lessor, either before or after reentry, may notify Lessee, if Lessee can be located, that Lessor elects to terminate this Lease Agreement, or that Lessor elects to relet the demised premises on Lessee's account under terms and conditions provided below. If Lessee cannot with reasonable diligence be located within thirty (30) days after abandonment of the demised premises, Lessor may make the election without notice to Lessee, or by such substituted notice as the law shall provide or allow.
- C. Lessor shall have right to own and possess at Lessor's election all crops both harvested and unharvested; the right to remove all property and persons from the demised premises; and the right to store in a public warehouse at Lessee's expense all property so removed. At Lessor's election, Lessor may terminate this Lease Agreement, or, without terminating it, relet the demised premises or any part of the demised premises, upon such terms and conditions, and at such rental as to Lessor may seem advisable, and from time to time. The term of such reletting may be for a term beyond the term of this Lease Agreement.

- D. Lessor shall have the right to, at Lessee's expense, alter the demised premises, or any part of the demised premises, and put the demised premises in good condition.
- E. Upon such reletting, Lessor may elect:
1. To hold Lessee immediately liable for:
    - (a) the expenses of reletting
    - (b) the amount by which rent reserved in this Lease Agreement for the period of reletting (not exceeding the term of this Lease Agreement), however, exceeds the amount agreed to by the new Lessee or Lessees, to be paid as rent for the relet premises; and
    - (c) all indebtedness due under this Lease Agreement; or
  2. to apply periodic rents received by Lessor
    - (a) first, to any indebtedness (other than rent) due from Lessee to Lessor;
    - (b) second, to the payments of expenses incurred by Lessor in repairing and altering the demised premises, and in reletting the demised premises,
    - (c) third, to the payment of rent due under this Lease Agreement as it shall become due and payable.
- F. If the rent payments due from the reletting of the demised premises are not paid at the time they become due and payable by the tenant holding under the reletting, or are, for any reason, insufficient to pay the rent due under this Lease Agreement, Lessee shall immediately pay to Lessor the total deficiency ascertained to be due under the provisions of:
1. above; or, pay to Lessor the deficiency for the period in which it occurs, under the provisions of
  2. above.

## **SECTION 15 TERMINATION OF LEASE**

This Lease or a portion thereof may be terminated as follows:

- A. Should operational requirements associated with the Madison County Landfill or other public purposes of the County of Madison make it necessary or desirable for Lessor to occupy or use the premises or any portion thereof for any public activities, the determination of which shall be made by Lessor in its sole and absolute discretion, the Lessor shall provide Lessee notice, in writing, not less than thirty (30) days of the requirement to vacate any effected portion or all of the premises.
- B. Either party may terminate this Lease Agreement without reason, at any time, on giving the other party six (6) months written notice of intention to so terminate.

## **SECTION 16 BINDING EFFECT**

The terms, covenant, and conditions contained in this Lease Agreement shall (subject to the provisions with respect to assignment and subletting) apply to and bind the heirs, successors, executors, administrators, and assigns of the parties. All such parties, including Lessor and Lessee, shall be jointly and severally liable under the Lease Agreement's terms, covenants, and conditions.

## **SECTION 17**

### **TIME OF ESSENCE**

It is specifically declared that time is of the essence of this Lease Agreement.

## **SECTION 18**

### **GOVERNING LAW**

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York.

## **SECTION 19**

### **ENTIRE AGREEMENT**

This Lease Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

## **SECTION 20**

### **MODIFICATION OF AGREEMENT**

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

## **SECTION 21**

### **COUNTERPARTS**

This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

## **SECTION 22**

### **PARAGRAPH HEADINGS**

The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

STATE OF NEW YORK)  
COUNTY OF MADISON) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, before me personally came John M. Becker, to me known who, being by me duly sworn, did depose and say that he resides at Canastota, NY; that he is the Chairman, Board of Supervisors of Madison County, the municipal corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Supervisors of said corporation; and that he signed his name hereto by order of the Board of Supervisors of same.

By \_\_\_\_\_  
County

John M. Becker,  
Board of Supervisors

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF MADISON) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ NY; that he is the **owner, of** \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name hereto by order of the Board of Directors of said corporation.

By \_\_\_\_\_  
Lessee

\_\_\_\_\_

\_\_\_\_\_  
Notary Public