

ERIE CANAL MUSEUM
2010 OPERATION AND MAINTENANCE COSTS

A. Personnel Costs

- Salary	\$11,967.51
- Overtime	246.07
- Fringe Benefits *	<u>4,502.70</u>
Sub-total	\$16,716.28

B. Non-Personnel Costs

- Supplies/Materials & Services	2,134.06
- Utilities	34,645.22
- Maintenance and Repairs **	38,086.74
- Insurance	306.62
- Property Taxes	<u>2,967.08</u>
Sub-total	\$78,139.72

TOTAL 2010 OPERATION AND MAINTENANCE COSTS **\$94,856.00**

* Breakdown of Fringe Benefits:

Unemployment Insurance	\$72.01
Health & Dental Insurance	1,804.22
Retirement Benefits	1,098.68
Social Security Benefits	909.95
Worker's Compensation	547.49
Long Term Disability	<u>70.35</u>
Total Fringe Benefits	\$4,502.70

** Maintenance and Repairs:

<u>IN-HOUSE WORK</u>	<u>LABOR/FRINGE</u>	<u>MATERIALS</u>	<u>TOTAL</u>
Carpenter	\$978.91	\$0.00	\$978.91
Keylock	94.92	17.43	112.35
Painter	16.65	0.00	16.65
Plumber	142.37	0.00	142.37
Steamfitter	<u>732.19</u>	<u>0.00</u>	<u>732.19</u>
	\$1,965.04	\$17.43	\$1,982.47
Service Repair/Maintenance Agreements			<u>\$36,104.27</u>
	Total Maintenance & Repairs		\$38,086.74

**ERIE CANAL MUSEUM
2008-2010 CAPITAL COSTS**

<u>Date</u>	<u>Amount</u>	<u>Vendor</u>	<u>Description</u>
5/30/2008	\$8,960.00	LanCo Paving	Replace asphalt parking area on north side of Canal Museum/Collections building
10/2008-5/2010	\$69,865.00	Lupini Construction	Masonry remediation at Canal Museum/Weighlock building (Contractor is still owed \$11,835 on base bid, plus an additional amount of \$11,629.32 for a change order that has not been processed as of yet, for a total due contractor of \$23,464.32)
10/20/2010	\$52.88	Lewis & Tanner	Purchase Card Transactions: Paint brushes/paint
12/29/2010	\$111.06	J A Sexauer	Aerators
12/29/2010	\$175.00	Tobins Refinishing	Stripping of large oak door
	\$79,163.94		Total 2008-2010 Capital

\$19,925.56
\$112,000.00
 \$131,925.56

Balance remaining in Capital Project 512579-001
 Balance remaining in Capital Project 512579-002
 Total Capital funds remaining

ERIE CANAL MUSEUM
2011 ADOPTED

A. Personnel Costs

- Salary	\$12,981.00
- Overtime	547.00
- Fringe Benefits *	<u>6,511.00</u>
Sub-total	\$20,039.00

B. Non-Personnel Costs

- Supplies/Materials & Services	240.00
- Utilities	36,320.00
- Maintenance and Repairs **	12,716.00
- Insurance	379.00
- Property Taxes	<u>3,200.00</u>
Sub-total	\$52,855.00

TOTAL 2010 OPERATION AND MAINTENANCE COSTS **\$72,894.00**

* *Breakdown of Fringe Benefits:*

Unemployment Insurance	\$135.00
Health & Dental Insurance	2,431.00
Retirement Benefits	2,195.00
Social Security Benefits	1,006.00
Worker's Compensation	676.00
Long Term Disability	<u>68.00</u>
Total Fringe Benefits	\$6,511.00

** *Maintenance and Repairs:*

<u>IN-HOUSE WORK</u>	<u>LABOR/FRINGE</u>	<u>MATERIALS</u>	<u>TOTAL</u>
Carpenter	\$1,000.00	\$50.00	\$1,050.00
Keylock	200.00	50.00	250.00
Painter	50.00	50.00	100.00
Plumber	200.00	100.00	300.00
Steamfitter	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>
	\$2,450.00	\$250.00	\$2,700.00
Service Repair/Maintenance Agreements			<u>\$10,016.00</u>
			\$12,716.00

Building Gross Square Footage Summary

3-May-11

Erie Canal Museum - Weighlock Building

318 Erie Boulevard East, Syracuse, NY 13202

<u>floor</u>	<u>gross sq.ft.</u>
basement	1,815
first	4,340
second	4,305
attic/penthouse	1,908
total	12,367

calculations from scaled drawings - updated 4/18/06

Erie Canal Museum - Visitor Center

318 Erie Boulevard East, Syracuse, NY 13202

<u>floor</u>	<u>gross sq.ft.</u>
basement	1,012
first	2,449
second	2,397
attic/penthouse	n/a
total	5,858

calculations from scaled drawings - updated 4/18/06

Erie Canal Museum - Collections Building

311-317 Water Street, Syracuse, NY 13202

<u>floor</u>	<u>gross sq.ft.</u>
basement	786
first	766
second	783
roof	n/a
total	2,335

calculations from scaled drawings - updated 5/3/11

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 10th day of April 1991, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by Nicholas J. Pirro, its County Executive, hereinafter called the "Lessor," and the ERIE CANAL MUSEUM INC., a corporation organized and existing under the laws, of the State of New York, with offices at the Weighlock Building, 318 Erie Boulevard East Syracuse, New York, 13202, hereinafter called the "Lessee";

WITNESSETH:

WHEREAS, the County of Onondaga has acquired certain property known as the LaManna Building and the Weighlock Building, located at Erie Boulevard East, Syracuse, New York, with the intention of utilizing said buildings as a Canal Museum: and

WHEREAS, the City of Syracuse has agreed to create an Urban Cultural Park within the statewide system of Urban Cultural Parks and an addition is to be constructed to the Weighlock Building to house the Syracuse Urban Cultural Park Visitor Center, hereinafter called the "Visitor Center"; and

WHEREAS, the County of Onondaga has recognized and continues to recognize the need for a Canal Museum to serve the historical and educational needs of the adults, students and children of the County of Onondaga in regard to the Old Erie Canal and further recognizes the need for the Visitor Center; and

WHEREAS, the Erie Canal Museum, Inc. has an extensive collection of historical memorabilia, artifacts and documents which details the history of the Old Erie Canal and is reflective of its historical significance, and an adequate facility is needed to properly store and display said memorabilia, artifacts and documents; and

WHEREAS, the Erie Canal Museum, Inc. has indicated its desire to lease the two (2) County-owned buildings, including the addition to be built onto the Weighlock Building, located on Erie Boulevard East, Syracuse, New York, to store its memorabilia, artifacts and documents and to publicly display portions thereof for the benefit of the citizens of and visitors to the County of Onondaga and to house the Syracuse Urban Cultural Park Visitor Center in the addition to be built onto the Weighlock Building; and

WHEREAS, the County of Onondaga is desirous of entering into a lease of said real property for those purposes; and

WHEREAS, the County of Onondaga Legislature on June 14, 1990 enacted Local Law No. 11-1990, authorizing the County Executive to enter into any and all agreements for the lease of this property and these buildings to the Erie Canal Museum, Inc. under the

following terms and conditions;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Lessor hereby agrees to lease to the Erie Canal Museum, Inc., in its entirety, the two (2) buildings known as the LaManna Building and the Weighlock Building and the addition to be built and known as the Visitor Center, together with the land upon which these buildings are situated, and located at Erie Boulevard East, Syracuse, New York.
2. The Lessee shall utilize said buildings as a Canal Museum and Visitor Center to display, administer, and store its memorabilia, artifacts and documents and those of the Syracuse Urban Cultural Park, and to publicly display portions thereof for the benefit of the citizens of, and visitors to, Onondaga County.
3. The annual budget for the operation of such areas shall be submitted by the Lessee to the Lessor.
4. The Lessor shall be entitled to have and shall receive an annual report from the Lessee which shall list in general terms operations, receipts and expenditures for the main operations of the real estate under the control of the Lessee during the term of this Lease Agreement or any renewal thereof. Such reports shall be filed with the Onondaga County Executive on or before the first day of July each year during the term of this Lease Agreement.
5. The Lessor shall be responsible for the payment of all utilities utilized by the leasehold including electric, gas, oil, water, sewer and special assessments, subject to the limit of funds appropriated and available for the purpose thereof.
6. The Lessor shall be responsible for general repairs and maintenance of the leasehold including general interior and exterior maintenance, minor improvements, roof, plumbing, electrical circuits, heating, air conditioning, and ice and snow removal, subject to the limit of funds appropriated and available for the purpose thereof.
7. The Lessor shall be responsible for all capital improvements and necessary major repairs for the leasehold, but in no event shall any work be authorized or money spent under this section of the Lease Agreement without prior approval from the Onondaga County Commissioner of Buildings and Grounds and the Onondaga County Administrator of Physical Services, and shall be subject to the limit of funds appropriated and available for the purpose thereof.

8. The parties hereto agree that this Lease Agreement is a part of a series of transactions between the County of Onondaga, the Erie Canal Museum, Inc., and the City of Syracuse whereby: the City shall build an addition and site improvements to the Weighlock Building, on property owned by the County, for use as an Urban Cultural Park Visitor Center, with funds supplied under a grant from the New York State Office of Parks, Recreation and Historic Preservation; the City will convey the completed addition to the County for a nominal price and the County will lease the addition and adjacent land to the Museum under the terms and conditions herein set forth; and the Museum will sublease the addition and adjacent land to the City for use as a UCP Visitor Center under the terms and conditions set forth in the Sublease Agreement between the City and the Museum, and consented to by the County, and executed coincidentally with this Lease Agreement.

TERM

This Lease Agreement shall commence upon execution by the Onondaga County Executive and shall continue through December 31, 1995. Thereafter, this Lease shall be renewed automatically upon approval by the Onondaga County Legislature from January 1, 1996 through December 31, 2000. Thereafter, this Lease shall be renewed automatically upon approval of the Onondaga County Legislature from January 1, 2001 through December 31, 2005. Thereafter, this Lease shall be renewed automatically upon approval of the Onondaga County Legislature from January 1, 2006 through December 31, 2010. Thereafter, this Lease shall be renewed automatically upon approval of the Onondaga County Legislature from January 1, 2011 through December 31, 2013, and through December 31, 2015 upon amendment of Onondaga County Local Law 11-1990 by the Onondaga County Legislature.

CONSIDERATION

This Lease agreement is made for consideration, waived, of one dollar (\$1.00), per year.

TERMINATION

This Lease may be terminated upon sixty (60) days notice by either the Lessor or the Lessee upon Good Cause shown.

ASSIGNMENT

The Lessee shall not assign this Lease Agreement, or underlet or underlease the premises except as provided in the Sublease Agreement between the Lessee herein and the City of Syracuse, or any part thereof, or make any alterations of the premises, without the Lessor's consent in writing, or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable

or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and terminate, at the option of the lessor as if it were the expiration of the original term.

STATUS OF LESSEE

For the purposes of the Lease Agreement, the Lessee shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Lessee, the employees and agents of the Lessee shall neither hold themselves out as nor claim to be officers or employees of the County of Onondaga, and shall make no claim for, nor shall be entitled to, workers compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the Lessor, the County of Onondaga. To the extent of its insurance coverage, the Lessee shall defend, indemnify, and hold harmless the County of Onondaga from all claims, suits, actions, judgments and awards occasioned by the use of the Leasehold by the lessee's patrons, guests and invitees.

INSURANCE

The Lessee agrees that during the occupancy of the space designated in the Lease Agreement it will obtain and maintain a general public liability and automobile liability insurance policy naming the County of Onondaga as an "Additional Insured". The insurance policy shall protect the County of Onondaga against claims of any and all types for those areas under the control of the Lessee. The insurance policy shall provide for General Liability: Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Contractual, Independent Contractor, Broad Form Property Damage, and Personal Injury, with minimum limits of not less than two million five hundred thousand dollars (\$2,500,000) Combined Single Limit for Bodily Injury and Property Damage and three million five hundred thousand dollars (\$3,500,000) aggregate. The Automobile Policy shall include owned, nonowner and hired automobiles with one million dollars (\$1,000,000) Combined Single Limit. The Lessee shall also provide Workers' Compensation Insurance and Employer's Liability Insurance.

The Lessee further agrees that such insurance will protect the County from any and all injuries or damages occasioned by the employees or agents of the Lessee. Further, the Lessee shall impose on all user organizations of the facilities the requirement that the County of Onondaga shall be held harmless from all claims, suits, actions, judgments and awards occasioned by the use of the leasehold by the user's patrons, guests and invitees.

Furthermore, the Lessee agrees that the Lessee shall defend, indemnify, and hold harmless the lessor from any and all liability for any damage or injury to the contents located within the demised

premises, which may be caused by or be a result of any cause or happening whatsoever, except the intentional or negligent action of the Lessor. In addition, the Lessee shall also be responsible for obtaining adequate (in Lessee's discretion) insurance covering damage and loss to all such contents. Said insurance shall name the County of Onondaga as an additional insured.

Certificates for the above required insurance coverage shall be submitted by the Lessee to the County Department of Risk Management for approval.

The lessor agrees to maintain general fire and casualty insurance coverage in the minimum amount of one million one hundred sixty thousand dollars (\$1,160,000) on the addition to the Weighlock Building, known as the Visitor Center, and to name the City of Syracuse as loss payee. Proof of this required insurance coverage shall be submitted to the City of Syracuse's Corporation Counsel.

STATUTORY COMPLIANCE

In acceptance of this Lease Agreement, the Lessee covenants and certifies that it will comply in all respects with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all their departments applicable to use and occupancy of the demised premises.

CONFLICT OF INTEREST

The Lessee hereby covenants and agrees that there is no member of the Onondaga County Legislature or other County officer or employee forbidden by law to be interested in this Lease Agreement directly or indirectly who will benefit therefrom.

LICENSES AND PERMITS

The Lessee hereby agrees that it will obtain at its own expense all licenses or permits, if any are necessary, prior to occupying the premises.

CONTRACTS MODIFICATIONS

This Lease Agreement represents the entire and integrated agreement between the Lessor and the Lessee and supersedes all prior negotiations, representations or agreements either written or oral. This Lease Agreement may be amended or renewed only by written instrument signed by both the Lessor and the Lessee

SEVERABILITY

If any term or provision of this Lease Agreement shall be held invalid or unenforceable, the remainder of this Lease Agreement shall not be affected thereby and every other term and provision of this Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

The Parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Lease Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

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

Dated: 4/10 1991

COUNTY OF ONONDAGA

By: Nicholas J. Porro
Nicholas J. Porro
County Executive

Dated: 4/12 1991

THE ERIE CANAL MUSEUM

By: Donald G. Nowak
Donald G. Nowak
President

Dated: 4/12 1991

CITY OF SYRACUSE

By: Thomas G. Young
Thomas G. Young
Mayor

Attest: Robert J. Visser
Robert J. Visser
City Clerk

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:
CITY OF SYRACUSE)

On this 17th day of April, 1991, before me personally came THOMAS G. YOUNG, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: That he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City and it was so affixed pursuant to the Charter of the City; that he signed said instrument as Mayor of said City of Syracuse by like authority; that said THOMAS G. YOUNG further says that he is acquainted with Robert J. Visser and knows him to be the City Clerk of said City of Syracuse; that the signature of Robert J. Visser was thereto subscribed pursuant to said Charter.

Thomas L. Edle
Notary Public *Onondaga County #4944111*
My Commission Expires 11/14/92

I HEREBY CERTIFY, that THOMAS G. YOUNG, Mayor of the City of Syracuse, who executed the foregoing contract, had authority and power to make such contract and that same is in proper form and was properly executed.

Dated: 4/12/91

Thomas L. Edle
Assistant Corporation Counsel

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:
CITY OF SYRACUSE)

On this 10th day of April, 1991, before me personally came Nicholas J. Pirro, County Executive of Onondaga County, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: That he resides in Onondaga County, New York; that he is County Executive of Onondaga County, the corporation described in and which executed the within instrument; that he signed said instrument as County Executive of said Onondaga County, and that he is authorized to do so.

Nancy J. Hayduke
Notary Public

NANCY J. HAYDUKE
Notary Public State of N.Y.
Qual. Onon. Co., No. 4840248
My Comm. Exp. Mar. 30, 1993

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:
CITY OF SYRACUSE)

On this 12th day of April, 1991, before me personally came Donald G. Nowak, President of the Erie Canal Museum, Inc., with whom I am personally acquainted, who, being by me duly sworn, did depose and say: That he resides in Onondaga County, New York; that he is President of the Erie Canal Museum, the corporation described in and which executed the within instrument; that he signed said instrument as President of said Erie Canal Museum, Inc., and that he is authorized to do so.

Thomas A. Eble

Notary Public Onondaga County #4984111
Commission expires 11/14/92