

OGDENSBURG BRIDGE AND PORT AUTHORITY

GUIDELINES PERTAINING TO LEASES

A. LEASE AGREEMENT DEVELOPMENT

1. Leases will be negotiated by the Director of Commercial & Industrial Development and/or the Executive Director with the assistance of the Chief Financial Officer and the Director of Operations.

2. The Chief Financial Officer will provide the Director of Commercial & Industrial Development and/or Executive Director with a break-even analysis and/or financial forecast for the proposed lease agreement as a basis for developing rates for the agreement. The Director of Operations will provide any information pertinent to the proposed lease that may impact the proposed cost of the lease, such as proposed building improvements, necessary repairs, time and materials estimates, etc.

3. Progress on leases will be discussed in weekly Management Team meetings.

4. Once the lease is negotiated the attached routing slip will be prepared by the Confidential Secretary and routed to the Management Team and for final approval by the Executive Director.

5. The Principal Stenographer will prepare Board Resolutions based on the final proposed lease agreement for Board consideration.

B. TENANT IMPROVEMENTS

1. Unless otherwise approved by the Board of Directors, all alterations and improvements requested by an existing or future tenant of the Authority shall be at the Tenant's expense.

a. Such alterations and improvements shall be performed by the Tenant's own contractors.

b. All alterations and improvements shall conform to all federal, state and local rules and regulations, including, but not limited to, the New York State Uniform Fire Prevention and Building Code. All alterations and improvements shall be conducted under the supervision and with the written approval of the Authority.

2. The Authority's Code Enforcement Officer(s) shall issue construction permits for approved work undertaken by tenants. The CEO shall also be responsible for providing for the review of requests for construction permits, for inspections during the process of construction, and for inspection in response to complaints regarding work which is subject to the Uniform Code.

3. All structural alterations and improvements made by the Tenant are considered a part of the permanent structure and thus become the permanent property of the Authority. No improvements shall be removed by the Tenant at any time.

APPROVED 9/7/10

C. LEASE RENEWALS

1. The lease renewal process will substantially follow the same process noted in Section A above.

2. On a monthly basis, the Confidential Secretary will distribute the lease Expiration Date Master List. In addition, the Confidential Secretary will update and revise the Master List as leases are added, renewed, or removed. The critical function is to ensure that the monthly notification must include all lease renewals that have not been completed. Copies will be provided to the Executive Director, the Director of Commercial & Industrial Development and the Chief Financial Officer.

3 Initial lease renewal activity should start within 60 - 90 days in advance of the termination date.

D. MAINTENANCE INQUIRIES/COMPLAINTS

1. The Maintenance Inquiry/Complaint Form is to be completed and sent to the Director of Operations for scheduling with a copy to the Account Clerk/Maintenance Clerk for recordkeeping.

2. Details will be provided by the Director of Operations regarding cost, manpower, etc., to Account Clerk/Maintenance Clerk for input to report/recordkeeping.

3. Account Clerk/Maintenance Clerk will maintain appropriate records covering type of complaint, location, costs, and manhours expended. Periodically a recap report will be printed and distributed.

4. Account Clerk/Maintenance Clerk will review outstanding complaint forms on a weekly basis. Unfinished complaints will be brought to the attention of the Director of Operations as a reminder to ensure all issues are addressed.

DOCUMENT ROUTING SLIP

File Name: _____ Date: _____

File No.: _____ Lease: _____ Supplement: _____

Term: _____

Old Rate(s)

New Rate(s)

Expiration Date: _____

Action Required:

Special Provisions:

LEASE AGREED TO:

DCD _____
CFO _____
DOO _____

LEASE APPROVED BY:

ED _____

AGENDA DONE:

RETURN TO _____