


SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT

TO: Susan Swartz, Superintendent
FROM: Andrew Giaquinto, School Business Manager 
DATE: July 8, 2025
RE: Fourth Amendment to Revocable License Agreement for Beukendaal Fields

Attached please find the Fourth Amendment to the Revocable License Agreement for the Beukendaal Fields. There is no change to the original agreement; this amendment merely extends the license through July 31, 2026. This license represents the District's ongoing cooperation to allow its property to be used for the purpose of conducting athletic training and athletic competitions for area youths under the direction of the Scotia-Glenville Softball League and the Junior Tartans, Inc.

I suggest that this agreement be submitted for Board approval at the July 14 meeting. Thank you.

Attachment

AG/cc

pc: M. Tebbano

FOURTH AMENDMENT TO REVOCABLE LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO THE REVOCABLE LICENSE AGREEMENT (the “Fourth Amendment”) is made this 1st day of August, 2025, by and between the **SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT**, a school district organized and existing under the laws of the State of New York, and having its principal place of business located at 900 Preddice Parkway, Scotia, New York (hereinafter referred to as the “District”), and **SCOTIA-GLENVILLE SOFTBALL LEAGUE, A.S.A., INC.**, a not-for-profit corporation organized and existing under the laws of the State of New York, and having a mailing address of P.O. Box 2348, Scotia, New York 12302 and the **JUNIOR TARTANS, INC. (SCOTIA-GLENVILLE JUNIOR TARTANS)**, a not-for-profit corporation organized and existing under the laws of the State of New York, and having a mailing address of P.O. Box 2624, Glenville, NY 12325 (hereinafter collectively referred to as the “Licensees”).

WHEREAS, the District and the Licensees are parties to a certain Revocable License Agreement made as of the 10th day of May, 2021, with respect to Licensee’s use of Beukendaal Field (the “License Agreement”); and

WHEREAS, the License Agreement was subsequently amended by amendments thereto executed by the parties to extend the term of the License Agreement through July 31, 2025 (the “Amendments”); and

WHEREAS, the District and the Licensees desire to further amend the License Agreement to extend the term of the License Agreement through July 31, 2026.

NOW, THEREFORE, the District and the Licensees agree as follows:

1. The expiration of the term of the License Agreement set forth in Paragraph 3 of the License Agreement as amended by the Amendments is further extended from July 31, 2025 to July 31, 2026.
2. All capitalized terms shall have the meaning defined in the License Agreement unless otherwise defined in this Fourth Amendment.
3. All other provisions of the License Agreement not specifically addressed in this Fourth Amendment shall remain in full force and effect.
4. This Fourth Amendment may be signed in multiple counterparts which, when taken together and signed by all Parties, shall constitute a binding agreement between the District and the Licensees. An electronic or photocopy signature on this Amendment shall have the same legal effect as an original signature.

[Signature page to follow]

Scotia-Glenville Central School District

By: _____
Its duly authorized agent

Scotia-Glenville Softball League, A.S.A., Inc.

By: _____
Its duly authorized agent

Junior Tartans, Inc.

By: _____
Its duly authorized agent

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "License") is made this 10th day of May, 2021, by and between the **SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT**, a school district organized and existing under the laws of the State of New York, and having its principal place of business located at 900 Preddice Parkway, Scotia, New York (hereinafter referred to as the "District"), and **SCOTIA-GLENVILLE SOFTBALL LEAGUE, A.S.A., INC.**, a not-for-profit corporation organized and existing under the laws of the State of New York, and having a mailing address of P.O. Box 2348, Scotia, New York 12302 and the **JUNIOR TARTANS, INC. (SCOTIA-GLENVILLE JUNIOR TARTANS)**, a not-for-profit corporation organized and existing under the laws of the State of New York, and having a mailing address of PO Box 2624, Glenville, NY 12325 (hereinafter collectively referred to as the "Licensees").

WHEREAS, the Licensees desire to cooperatively use certain property owned by the District and known as Beukendaal Field ("Beukendaal Field"), which is located on Route 147 (Sacandaga Road) in Town of Glenville, New York, immediately adjacent to a bus garage owned and operated by the District, for the purpose of conducting athletic training and athletic competition for area youths under the direction of the Licensees;

WHEREAS, the District desires to grant a non-exclusive license to the Licensees to use Beukendaal Field when it is available for these purposes;

WHEREAS, the Licensees' use of Beukendaal Field will not interfere with the District's educational, athletic, extra-curricular or transportation programs; and

WHEREAS, the District and the Licensees desire to enter into an agreement whereby the District will make such Beukendaal Field available to the Licensees.

NOW, THEREFORE, the District and the Licensees agree as follows:

1. **The Property.** The District shall license Beukendaal Field (the "Licensed Premises") to the Licensees for the term of this License subject to the provisions of this License. The Licensees shall be permitted to use the Licensed Premises after regular school hours and on weekends, provided that such use does not interfere with the District's use of its property in any way. The District shall retain the right to restrict the Licensees' use of the Licensed Premises at any time and in its sole discretion based on the District's operational needs. The Licensees' use of the Licensed Premises shall not be exclusive, and the District shall retain all rights to use and enjoy the Licensed Premises and any improvements placed thereon by the Licensees at all times. The District also shall retain the right to restrict the Licensees' use of the driveways and parking areas owned by the District and adjacent to the Licensed Premises at any time and in its sole discretion.

2. **Use.** The Licensees shall use the Licensed Premises solely for the purpose of conducting athletic training and athletic competition for area youths under the direction of the Licensees.

3. **Commencement Date and Term.** The term of this License shall be for one (1) year beginning on May 13, 2021, and ending on May 12, 2022, unless terminated earlier in accordance with this License. The License may be renewed for an additional term(s) at the pleasure of the District in which event the District shall give notice to the Licensees of said renewal thirty (30) days prior to the termination of the existing term. The provisions of this License shall apply to any renewal of the License by the District pursuant to this paragraph, unless otherwise changed or modified in a writing sign by the District and the Licensees.

4. **License Fee.** Except as set forth in this License, as long as both Licensees maintains their status as not-for-profit corporations organized and existing in good standing in the State of New York and as exempt charitable organizations under the provisions of IRS Code 501(c)(3), the Licensees shall not be required to pay a license fee to the District for their use of the Licensed Premises. In the event that either of the Licensees loses its status as a not-for-profit corporation organized and existing in good standing in the State of New York or as an exempt charitable organization under the provisions of IRS Code 501(c)(3), this License shall terminate immediately.

5. **Utilities, Water, etc.** The Licensees jointly and severally agree to pay all charges for the use of electricity, water and other utilities at the Licensed Premises. The District will provide the Licensees with a bill for the electricity, water and other utilities used at the Licensed Premises that are not paid for directly by the Licensees. The Licensees jointly and severally agree to pay all bills within thirty (30) days after receipt of the same from either the utility company or the District.

6. **Maintenance, Repairs, Alterations and Improvements.**

a. The District shall provide all snow removal services at the Licensed Premises. The Licensees shall be responsible at their own cost and expense for all other maintenance at the Licensed Premises, including all mowing of the grass at the Licensed Premises, and they shall maintain the Licensed Premises in a good and safe condition at all times during this License, provided, however, that the District shall have the right to determine the means and methods by which the maintenance and mowing of the grass at the Licensed Premises is performed by the Licensees so that there is not any damage or harm to the Licensed Premises. The Licensees also shall keep the Licensed Premises clean and free from all debris, trash and litter at all times at their own cost during this License. The Licensees shall not place any trash or other debris removed from the Licensed Premises in any receptacles owned by the District.

b. In connection with their maintenance of the Licensed Premises, the Licensees shall at all times adhere to the same regulations and restrictions that would be imposed on the District if the Licensed Premises were being used by the District's students as part of the District's programs. The Licensees shall obtain the District's written approval before applying any materials or substances to any part of the Licensed Premises.

c. The Licensees shall be responsible for the cost of all improvements, additions and alterations they make to the Licensed Premises, provided, however, that the Licensees shall not make any improvements, additions or alterations to the Licensed Premises without the prior written consent of the District. Notwithstanding any prior written consent received from the District, the Licensees shall be responsible to obtain at their own cost all necessary governmental approvals for such improvements, additions or alterations to the Licensed Premises. Upon the termination of this License for any reason, the Licensees shall remove all improvements, additions and alterations made to the Licensed Premises at the request of the District and they shall restore the Licensed Premises to reasonably the same conditions as the Licensed Premises existed at the beginning of this License.

d. The Licensees shall not place, cause to be placed, or allow to be placed any sign of any kind whatsoever upon the Licensed Premises except as may be agreed to by the District in advance in writing.

e. The Licensees shall keep all improvements, additions and alterations made to the Licensed Premises in good working order and condition. The Licensees also shall be jointly and severally responsible for the cost of all repairs to the Licensed Premises and any improvements, additions and alterations made to the Licensed Premises, unless such damage is directly caused by the District.

7. Liability.

a. The District shall not be liable for any loss, expense or damage to any person or property at the Licensed Premises, unless such loss, expense or damage is caused by the District's intentional acts or the negligence of the District. The Licensees shall jointly and severally defend, indemnify and hold the District harmless from any and all any suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees, arising from the negligence or intentional acts of Licensees, their agents, servants or employees, or any person utilizing the Licensed Premises in connection with the Licensees' use of the Licensed Premises. The Licensees also shall jointly and severally defend, indemnify and hold the District harmless from any and all suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees, claims, including attorneys' fees, arising from any personal injury or property damage occurring at the Licensed Premises during the term of this License, unless such personal injury or property damage was caused by the District's intentional acts or the negligence of the District. The indemnification provisions of this License shall survive a termination of the License.

b. The Licensees each shall maintain general liability insurance in an amount not less than \$1,000,000.00 per claim on a primary and non-contributory basis with waivers of subrogation, naming the District as an additional insured, and shall also maintain adequate insurance on their personal property. The Licensees shall provide the District with proof that the insurance required herein is in full force and effect and that the premiums are paid in full. The District also shall be provided with thirty (30) days' written notice prior to the cancellation of any insurance required under this License.

8. **Assignment and Subletting.** The Licensees shall not sublicense all or any part of the Licensed Premises or assign this License without the prior written consent of the District.

9. **Compliance with All Codes and Regulations.** At all times during this License, the Licensees must comply with all codes, rules and regulations promulgated by the District to ensure the safety of any persons using the Licensed Premises and other property owned by the District. At all times during this License, the Licensees also shall comply with all government regulations and requirements applicable to any improvements, additions or alterations by the Licensees to the Licensed Premises, the Licensees use of the License Premises or the operation of their programs at the Licensed Premises.

10. **Licensees' Defaults and the District's Remedies.**

a. The Licensees shall be in default under this License if they fail to perform any term or condition of this License.

b. If the Licensees fail to correct a default under this License after notice from the District, the District may correct the default at the Licensees' joint and several expense.

c. If the Licensees are in default of this License, the District may cancel the License by giving the Licensees at least ten (10) days' written notice that sets forth the date on which the License will terminate.

11. **Cancellation.** In addition to the District's rights to terminate this License as set forth above, either the District or the Licensees may terminate this License, for any or no reason, upon thirty (30) days' written notice to the other party. Upon the termination of this License, the Licensees' rights under this License shall automatically end and the Licensees shall immediately vacate the Licensed Premises. The Licensee agrees that in the event this License is cancelled, terminated, or revoked for any reason, the Licensees shall not have any claim against the District, or its trustees, board members, officers or employees, who shall be relieved of all liability.

12. **No Waiver.** Neither the District's nor the Licensees' failure to enforce any term of this License shall prevent the District or the Licensees from enforcing such term or other terms at a later time.

13. **Representations; Changes in License.** The District and the Licensees have read this License. All promises made by the District and the Licensees are contained in this License and there are no others. This License may be changed only by an agreement in writing signed by and delivered to the District and the Licensees.

14. **Enforceability.** The District and the Licensees specifically acknowledge that the License shall be void and unenforceable if entered into in violation of Section 801 of the General Municipal Law or Section 410 of the Education Law.

15. Nature of the Relationship. This License shall not create a landlord-tenant relationship between the Licensees and the District. The Licensees agree not to hold themselves out in any way as representing, or as acting on behalf of, or as agent for the District.

16. Validity of License. If any part of this License is deemed invalid, the remainder of the License will be unaffected.

17. Entire Agreement. This License embodies the entire agreement between the District and the Licensees with respect to the subject matter hereof, and replaces and supersedes all prior licenses and agreements, whether written or oral. This License shall not be altered, changed, or modified in any respect, except by a written instrument executed by the duly authorized officers or representatives of the party to be bound by such alteration, change or modification.

IN WITNESS WHEREOF, the parties have entered into this License on the date first above stated.

Scotia-Glenville ~~Central School District~~ Softball League A.S.A., Inc.

By: Mari Le
4/21/21

Scotia-Glenville ~~Softball League, A.S.A., Inc.~~ Central School District

By: Susan M. Lusk
Superintendent
05/11/2021

By: John G. Dr
Scotia-Glenville Junior Tartans
5/13/2021