

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
NEW YORK STATE POLICE  
STATE CAMPUS  
BUILDING 22  
ALBANY, NEW YORK 12226

**L002260**  
**SP Lysander**

**PARTIES**

**AGREEMENT OF LEASE**, made by and between

**THE TOWN OF LYSANDER, a municipal corporation and political subdivision of the State of New York**  
whose address is **8220 Loop Road, Baldwinsville New York 13027**

for itself, its heirs, executors, administrators, trustees, distributees, successors, assigns and legal representatives, hereinafter referred to as the "Landlord," and THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the Superintendent of State Police pursuant to Article 11, Section 213 of the New York State Executive Law, hereinafter referred to as the "State" or the "Tenant". The foregoing may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

**WITNESSETH:** the Parties for the considerations set forth herein covenant and agree as follows:

**LETTING**

1. The Landlord hereby leases to the Tenant and the Tenant hereby hires from the Landlord the following described Premises, viz:

**PREMISES**

A facility that consists of approximately 3,600 rentable square feet of office space in a one-story brick and frame building with full basement and attached one car garage, including accessory parking lot and driveway areas, on a parcel of land containing approximately 1.22 acres, located at 3071 Belgium Road, Baldwinsville, New York 13027, approximately one mile east of the Village of Baldwinsville, in the Town of Lysander, Onondaga County, New York (hereinafter referred to as the "Premises" or the "Demised Premises") to be used for its official business by the EXECUTIVE DEPARTMENT, DIVISION OF STATE POLICE or by such other department, commission, board or officers of the State of New York as may be entitled by law to use same or to which the Premises shall be allotted by such Superintendent of State Police as provided by the Executive Law.

**TERM**

2. **TO HAVE AND TO HOLD** the said Premises with the appurtenances, rights and privileges for the term beginning with **January 1, 2025** and ending with **December 31, 2034** (hereinafter referred to as the "Term").

**RENT**

3a. The Tenant shall pay the Landlord for the Premises Rent at the rate of:

**\$ 48,000.00 per annum for the period January 1, 2025 through December 31, 2029;**  
**\$ 54,000.00 per annum for the period January 1, 2030 through December 31, 2034.**

Payable to **THE TOWN OF LYSANDER**

**Federal ID# 15-6001027**

**Vendor ID# 1000002775**

at **8220 Loop Road, Baldwinsville New York 13027**

in equal monthly installments of:

**\$ 4,000.00 per month for the period January 1, 2025 through December 31, 2029;**

**\$ 4,500.00 per month for the period January 1, 2030 through December 31, 2034.**

3b. The Tenant agrees to pay the Landlord the specified Rent herein in advance on or before the first of each month without notice or demand. Any Additional Rent owed pursuant to this Lease, other than Rent referred to in this paragraph, shall be paid by the Tenant in accordance with Article 11-A of the New York State Finance Law.

3c. Landlords are asked to accept electronic payments or request authorization for payment by paper check from the Superintendent, Acting Superintendent or their designee. Such authorization may be granted, in the Superintendent, Acting Superintendent of their designee's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices, including, but not limited to, Article 11-A of the New York State Finance Law. The Landlord shall comply with the Office of the New York State Comptroller's procedures to authorize electronic payments. Landlords can register using the vendor self-service portal sign in page, which has a link "Do Not Have A Login?" at: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. There is also a portal landing page with more information about the benefits of portal use: [https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI\\_FRAMEWORK.PT\\_LANDINGPAGE.GBL?Page=PT\\_LANDINGPAGE&Action=U&LP=ERP.SUPPLIER.NY\\_SUP\\_PUB\\_HOMEPEG\\_FL&](https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL?Page=PT_LANDINGPAGE&Action=U&LP=ERP.SUPPLIER.NY_SUP_PUB_HOMEPEG_FL&). If the Landlord registered for a NYS Vendor ID but never received it, or no longer has the enrollment email from the New York Statewide Financial System (hereinafter referred to as "SFS"), it can contact the SFS Helpdesk at [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov) to obtain an Update Primary Contact Form AC-3327-S. The primary contact is granted access to the portal through the update and can initiate the banking request. The primary contact forms are only provided to registered NYS vendors through the SFS Helpdesk.

## **POSSESSION AND CANCELLATION OF PRIOR LEASE**

4. The Tenant is already in possession of the Premises, pursuant to OSC Lease No. L001127, dated October 19, 2005 between the Tenant and the Landlord. This Lease, upon full execution and delivery, cancels and supersedes the said prior lease. In the event rent has been paid under such prior lease (or as a holdover under such lease) that is attributable to the Lease Term herein, the Tenant shall receive a full credit for any such payments to be applied to Rent otherwise due hereunder.

## **RENEWAL**

5a. At the option of the Tenant, and subject to Section 5b. below, this Lease may be renewed for **two (2)** successive terms of **five (5) years**. The first Renewal Term would commence on the day following the date that the original Term expires, and the second Renewal Term would commence on the day following the date that the first Renewal Term expires. The Tenant shall exercise its option to renew by providing written notice to the Landlord at least **sixty (60) days** prior to the end of the initial or Renewal Term.

5b. Each Renewal shall be on the same terms and conditions as specified herein, as same may have been modified by the parties, EXCEPT that Rent and any other modifications desired by the Tenant for each such Renewal shall be negotiated prior to the commencement of such Renewal term. If the Landlord and Tenant shall agree upon the annual rent and any other term modifications, the parties shall promptly execute an amendment to the Lease setting forth such terms.

## **CANCELLATION**

6. The Tenant reserves the right to terminate this agreement in the event it is found that the certification filed by the Landlord in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Tenant may exercise its termination right by providing written notification to the Landlord in accordance with the notification terms of this Lease.

## **HOLDOVER**

7. Any holdover after the expiration of the Term, Renewal Term or any extensions thereof shall be construed to be a tenancy from month-to-month and shall otherwise be on the terms and conditions herein specified, as far as applicable.

## **ELECTRIC SERVICE**

8a. Electric current consumed for general lighting, operation of Tenant's appliances and equipment and for the operation of air conditioning and heating equipment shall be paid for by the Landlord to the local utility firm providing such service. It is further agreed and understood that no electric current consumption except that which is consumed in the demised premises shall be registered in the metering device or devices as used by the Tenant. At its sole cost and expense, the Landlord shall provide and replace all electric ballasts, lamps, fluorescent tubes and bulbs in lighting fixtures inside and outside the Premises during the Term of this Lease, the Renewal Term, if applicable, and any extension or holdover thereof.

8b. Exit and emergency illumination shall be provided, in accordance with the latest adopted version of the New York State Uniform Fire Prevention and Building Code, in such a manner as to maintain exit illumination automatically in the event of any failure of normal lighting due to fault in the main lighting system, due to any failure of public utilities or other outside electric power supply, or any single manual act such as accidental opening of a switch controlling normal lighting facilities.

## **HEATING AND AIR CONDITIONING**

9a. The Landlord shall install and maintain an adequate and suitable year-round Heating, Ventilation and Air Conditioning (HVAC) control system and appurtenances which shall be capable of providing the following:

9b. Year-round daily ventilation comprising a minimum of 0.25 C.F.M. of fresh air, tempered as required, per square foot of floor areas, or 0.15 C.F.M. per person, whichever is greater. The Tenant stipulates that for the purposes of this provision the maximum number of people in the Premises shall not exceed 45.

9c. The air conditioning or cooling portion of the said system shall be capable of maintaining when required, during maximum outside conditions (95° F. dry bulb, and 75° F. wet bulb), inside conditions of 75° F. dry bulb and 50% relative humidity. In addition to the above, conference and hearing rooms shall be provided with additional air conditioning as may be required, and an adequate exhaust system consisting of a separate zone and thermostatic control. The said auxiliary system shall have a minimum capacity of 0.50 C.F.M. of fresh air, tempered as required, per square foot of floor area in the said areas.

9d. The heating portion of the said system shall be capable of maintaining heat, when necessary for the proper comfort of the occupants, which shall not be less than 70° F nor more than 75° F throughout the Premises.

9e. The Landlord shall pay all costs of service and maintenance, including filter changes, for the above facilities for the duration of occupancy by the Tenant.

9f. The Landlord shall be responsible for all payment of all bills for fuel for production of heat during the term of this Lease, and during any Renewal, extension or holdover period.

## **WATER AND SEWER**

10a. The Landlord shall furnish, at its own expense, appurtenances necessary to supply hot and cold potable water sufficient for drinking, washroom and cleaning purposes to the Premises.

10b. The Landlord shall be responsible for the quarterly water and sewer charges.

10c. Should the water to the Premises not meet public drinking water standards as proscribed in NYCRR Title 10, the Landlord shall install and repair as necessary the appropriate water filtration system to bring the water up to local or State health standards, whichever is more restrictive, as well as provide bottled water during the time the water is not to the proscribed standards.

10d. Fuel consumed for the production of hot water shall be paid for by the Landlord.

## **EXTERMINATING SERVICE**

11. The Landlord shall provide exterminating services for the Premises without cost to the Tenant, upon request from the Tenant. At a minimum, semi-annual inspections (spring and fall) shall be conducted by the Landlord or its contractor to identify and correct structural conditions allowing pests access (interior and exterior cracks, openings, crevices and ledges, etc.). All pesticides used must be registered with the Environmental Protection Agency and appropriate State and/or local jurisdictions and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, State, and local laws and regulations.

## **MAINTENANCE AND REPAIRS**

12a. The Landlord shall take care of the Premises, fixtures and appurtenances, including the parking areas, and shall maintain and make all repairs necessary to put and keep the Premises in good order and condition at its own cost and expense, except repairs required as a result of the negligence of the Tenant and its employees, which shall be the responsibility of the Tenant.

12b. The Landlord shall ensure that the Premises comply with all laws, rules, orders, ordinances and regulations issued or in force, applicable to the Premises, of the borough, city, county or other municipality, state or federal governments, and each and every department, bureau and official thereof, and of any board of fire underwriters having jurisdiction in the Premises. The Tenant, in its use of the Premises, agrees to comply with all applicable laws, rules, orders, ordinances and regulations.

## **LANDLORD'S RIGHT OF ENTRY**

13. The Tenant shall permit and escort the Landlord at all usual proper times to enter the Premises for the purposes of inspection or sale with twenty-four (24) hour notice to the Tenant, and if it does not interfere with State Police operations; and allow the Landlord to make repairs and improvements to all parts of the Premises and to comply with all governmental orders and requirements applicable to the Premises. Except as outlined in this paragraph, the Landlord shall not have the ability to access the Premises and shall surrender any and all keys, access codes and/or devices that would permit entry during the Term of this Lease. The Landlord, in exercising its rights under this clause, shall not unreasonably interfere with the Tenant's access, use and occupancy of the Premises.

## **TO LET SIGNS**

14. The Tenant shall permit the Landlord during the three (3) months prior to the expiration of the Term, and any holdover or extension thereof, to place the usual notices of "To Let" upon the exterior of the Premises.

## **DESTRUCTION OF PREMISES**

15a. If the Premises are destroyed or so injured by fire or the elements or any cause except the Tenant's negligence so as to render the Premises untenable or unfit for occupancy, the Tenant, in its sole discretion, may serve Notice in writing to the Landlord, such Notice to be mailed by the Tenant within thirty (30) days from the happening of such injury, exercise the following option:

1. Quit and surrender the entire Premises within thirty (30) days from the giving of such Notice, in which event the Rent shall abate from the time of the fire or other cause, and the Tenant shall not be liable for further Rent. This option may only be exercised in the event the Landlord is unable to rebuild the facility to the original plans and specifications on the same Premises within a time period of twelve (12) months or less. All Rent shall be abated during such period and resume when the structure is deemed habitable by both Parties hereto.

15b. If, however, the Premises shall be so injured by any cause aforesaid as not to be rendered uninhabitable or unfit for occupancy, then the Landlord shall repair the same with reasonable promptness, and in that case the Rent shall be abated during such repair period, except only that the Tenant shall during such time pay a pro rata portion of such Rent apportioned to the portion of the Premises which are in condition for occupancy and which are actually occupied during such repairing period.

15c. All improvements or betterments placed by the Tenant on the Premises shall, however, in any event be repaired and replaced by the Tenant at its own expense and not at the expense of the Landlord, provided the injury and damage to such improvements or betterments have been caused without the fault or neglect of the Landlord, their agents or employees. In the event that such injury or damage was caused through the negligence or willful misconduct of the Landlord or its officers, agents, employees or contractors, the Landlord shall be responsible for the cost to repair or replace the same, as determined by the Parties.

15d. If the Premises are destroyed or injured by fire or the elements or any other cause the Tenant shall give notice thereof to the Landlord with reasonable promptness.

15e. In the event the Premises are so injured or destroyed as above described, any advance Rent paid by the Tenant to the Landlord shall be apportioned to the date of the destruction and the difference promptly returned by the Landlord to the Tenant.

## **SET OFF AND MITIGATION OF DAMAGES**

16a. In the event the Landlord refuses or fails to make repairs or provide services for which it is responsible under the terms and conditions of this Lease the Tenant, upon thirty (30) days written Notice to the Landlord may, at its sole option, make such repairs or provide such services, deducting all the costs incurred thereby from the Rent which is or shall be owing to the Landlord.

16b. In the event the Tenant quits the Premises such that it remains responsible for payment of Rent to the Landlord, the total Rent to be paid the Landlord shall be reduced by that portion of the Rent reserved attributable to charges for utility and other services for which the Landlord is obligated to provide pursuant to terms of this Lease whether or not such charges have been itemized. The Tenant agrees not to abandon or vacate the Premises or be absolved of its responsibility during the Term of this Lease except under the provision of destruction of Premises in Paragraph 15.

16c. Furthermore, in the event the Tenant shall so quit the Premises, the Landlord shall be obligated to make all reasonable efforts to re-let the Premises in order to minimize the losses of the Tenant. The Landlord shall not, in any event, be required to pay the Tenant any surplus or any sums received by the Landlord on a re-letting of said Premises in excess of the Rent provided herein. In no event shall the Landlord, without the consent of the Tenant, grant free rent for the use of said Premises.

## **SUBORDINATION**

17a. This Lease is subject and subordinate to all ground or underlying leases, and to all mortgages which may now or hereafter affect such leases, or the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. However, no property owned or removable by the Tenant shall be subject to the lien of paramount mortgages. This provision shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, the Tenant shall execute promptly within thirty (30) days a written request, an appropriate certificate which the Landlord shall provide.

17b. This Lease shall be subject and subordinate to the lien of any future mortgage or any future underlying lease, provided that the holder of any such mortgage or the landlord under any such underlying lease shall agree in the mortgage or lease, or otherwise, that this Lease shall not be terminated or otherwise affected by the enforcement of any such mortgage or underlying lease, provided that, at the time thereof, the Tenant shall not be in default, and the Tenant, when requested by the holder of such mortgage, or the landlord, under any such underlying lease, shall execute an attornment agreement, in a format that is acceptable to the Tenant, to the holder of such mortgage or the landlord, under any such underlying Lease, should either succeed to the rights of the Landlord under this Lease. The Tenant agrees to provide the Landlord with a written Estoppel Letter confirming the status of the Lease and the Tenant's and the Landlord's compliance with same.

## **QUIET ENJOYMENT**

18. The Landlord covenants with the Tenant that the Tenant, on complying with the terms of this Lease, shall and may peacefully and quietly have and enjoy the said Premises.

## **CONDITION OF PREMISES**

19. The Tenant shall, at the end of the Term, and any holdover or extension thereof, quit and surrender the Premises in as good order and condition as when received, normal wear and tear and damage by the elements, including fire, excepted.

## **NOTICE**

20. Any notice by the Tenant to the Landlord shall be deemed to be duly given if mailed by certified mail, addressed to the Landlord at the address given above or any other address directed in writing by the Landlord, and any notice by the Landlord to the Tenant shall be deemed to be duly given if mailed by certified mail addressed to the Superintendent of State Police, Building 22, 1220 Washington Avenue, Albany, New York, 12226-2252.

## **NEW LANDLORD**

21. In case the Premises or the building of which the same is part shall be sold, conveyed, transferred, assigned, leased or sub-let, or if the Landlord shall sell, convey, transfer or assign this Lease or Rents due under this Lease, or if for any reason there shall be a change in the manner of which the Rent reserved hereunder shall be paid to the Landlord, proper written Notice of such change shall be filed immediately by the Landlord with the Superintendent of State Police. Any transfer, assignment or notice of same shall be subject to the provisions of Appendix A of this agreement as well as the approval of the New York State Office of the State Comptroller.

## **BROKERAGE FEES**

22. The Landlord and the Tenant warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or other compensation, excepting bona fide employees or bona fide established commercial or selling agencies such as licensed Real Estate Brokers or others duly authorized by law to engage in real estate transactions for compensation in the State of New York and retained by the Landlord for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this Lease without liability, or in its discretion to offset the full amount of such commission, percentage, brokerage,

contingent fee or other compensation against the Rent or consideration provided for in this Lease and to recover any balance in excess of such Rent or consideration by legal action.

### **MERGER CLAUSE**

23. It is understood and agreed by and between the Parties hereto that no representations or promises have been made in respect to the Demised Premises other than those contained herein except those as may be contained in a rider, schedule, appendix or exhibit attached to, and made a part of, this Lease. The agency in possession is not authorized to allow any deviations from the provisions of this Lease, including substitutions for, or additions to, items of construction or alterations, or commit the State in any way. It is further agreed that the Landlord will obtain prior written approval of the Superintendent of State Police for any deviation from the Lease provisions.

### **LANDLORD'S INTEREST**

24. The Landlord represents that the Premises above described are owned by the Landlord in fee simple absolute. The Landlord shall provide the Tenant with a copy of pertinent underlying and ground leases and any amendments thereto, prior to the execution of this Lease by the Tenant and upon request thereafter.

### **REMOVAL OF PERSONAL PROPERTY**

25. Any and all articles of personal property, including, without limitation, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, radio, teletype and television equipment and aerials, owned or installed by the Tenant at its sole expense, are and shall remain the property of the Tenant and may be removed by it at any time during the Term, Renewal Term, extension or holdover period. If such fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting, water coolers, radio, teletype and television equipment and aerials are removed, the cost of repairing any damage to the building arising from such removal shall be paid by the Tenant.

### **ALTERATIONS BY TENANT**

26. It is understood and agreed by and between the Parties hereto that during the Term, the Renewal Term, if applicable, and any extension or holdover thereof, the Tenant reserves the right to make minor alterations or installations at its sole expense, such as, painting, installation of telephone, data, and/or electrical outlets, erection or relocation of moveable partitions, etc. All other alterations shall require the Landlord's written prior approval which shall not be unreasonably withheld, conditioned or delayed. All alterations made by the Tenant shall be in conformance with all building codes and all other applicable laws.

### **ALTERATIONS BY LANDLORD**

27. It is understood and agreed by and between the Parties hereto that relative to any alterations, other than minor alterations as mentioned above, which may subsequently be required by the agency in possession, the Landlord agrees to provide the Major-Administration with estimates based upon the Tenant's plans and specifications for the work to be performed. Upon approval by the Major-Administration or their designee, the Landlord shall be authorized to proceed with the subject alterations at the Tenant's expense. If the Landlord elects, it may submit to the Division paid bills for partial work, which shall have been completed to the satisfaction of the Major-Administration or their designee. The total of the partial payments shall not exceed eighty percent (80%) of the approved estimate for the entire proposed work; in the event of any revision in plans by the Tenant, which may increase or decrease the estimates, any balance or overpayment shall be adjusted on the basis of final bills for all completed work. In the event of overpayment by the Tenant as a result of the said revisions, as may be indicated by a final audit, the Tenant is hereby authorized to make deductions from Rent payments until it has recovered the amount of overpayment. Any further balance due to the Landlord resulting from the final audit shall be due and payable upon completion of such audit and submission by the Landlord of paid bills for the completed work.

## **SIGNS**

28. The Tenant may post and maintain such signs and notices as reasonably required and permitted by law to inform the public as to its location in the building.

## **PARAGRAPH HEADINGS**

29. The paragraph headings as to contents of particular paragraphs herein, are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

## **CONSENT**

30. The Landlord and the Tenant covenant that whenever the other's consent is required under any of the provisions of this Lease such consent shall not be unreasonably withheld, conditioned or delayed.

## **SALE AND/OR TRANSFER**

31. It is hereby agreed by the Parties hereto that the Landlord shall not, at any point in time, sell or transfer title of the Premises to a member and/or employee of the New York State Division of State Police, immediate family and/or wholly owned corporation of the aforementioned. Should such proscribed sale or transfer occur, the Tenant shall have the option of immediately causing this Lease to become null and void.

## **APPENDIX A**

32. **Appendix A (June 2023) titled "Standard Clauses for New York State Contracts" (attached)**, is an integral part of this Lease. In the event of a conflict between this Agreement and Appendix A, Appendix A shall take precedence.

## **PARKING**

33. The Tenant shall have the use of parking areas around the building in which the Demised Premises are located for the purpose of parking and ingress and egress to and from the Demised Premises. The parking area and driveway surfaces shall be paved blacktop, which shall be maintained and repaired, as necessary, by the Landlord.

## **PAINTING AND DECORATING**

34. It is understood and agreed by and between the Parties hereto that the Landlord shall, during the Term of this Lease and any Renewal Term, at its own expense, every **five (5) years**, or sooner by agreement of the Parties or if reasonably determined by the Landlord to be necessary, repaint the interior of the Premises. All plaster surfaces, wall and trim surfaces ordinarily painted, shall be painted in adequate coats of architectural quality latex paint, eggshell finish (Sherwin Williams commercial grade paint in Popular Gray, SW 6071 color), not to exceed 150 grams/liter Volatile Organic Compound (VOC). Wood surfaces shall be cleaned and refinished with clear water-based urethane (Sherwin Williams, Benjamin Moore or equal), not to exceed 150 grams/liter VOC. In addition, any vinyl-covered walls, or walls ordinarily cared for by washing, shall be washed to present a clean, finished appearance.

Similarly, it is also understood that carpeting and Vinyl Composite Tile (VCT) floor covering shall be cleaned and repaired as needed, and replaced at least every **seven (7) years** during the duration of this Lease and any Renewal Term, or as reasonably agreed by the Parties, at the Landlord's expense and with a commercial grade product, approved by the Major-Administration or their designee. Designation of the commercial grade product for replacement of floor covering, as needed, is: Carpet- Mohawk Group, Infinite Impact tile collection, 12" x 36", Polished Pewter BT499. When VCT replacement is called for, material shall be by Shaw Industries Group, Inc., ShawContract®, Mindset LVT, Style Number 4124V, Size: 12 in. x 24 in., Color: Participate- 24114.



## **UTILITIES**

35. The Landlord shall be responsible for payment of any and all charges incurred for utilities such as electricity, fuel for heat and hot water, propane or natural gas to run a stand-by generator (if any), water, sewer, and other utility charges based on metered consumption pertaining exclusively to the Demised Premises, unless otherwise provided for in this Lease. The Tenant shall be responsible for arranging and paying for refuse removal and recycling.

## **BUILDING CONSTRUCTION**

36. The Tenant reserves the right to construct a radio tower and an equipment shelter to meet the wireless communications needs of the State of New York provided the construction, maintenance, and location of said tower does not violate any federal, state, or local law, rule, or regulation. Unless operationally necessary for the safety and security of the State of New York, as determined by the Tenant, immediately prior to the expiration of the Lease Term, or immediately following the termination thereof, the Landlord, at their option, may require the Tenant to remove the radio tower and/or shelter and to restore the Premises to its original condition, the cost of which shall be borne by the Tenant.

## **REAL ESTATE TAXES**

37. This paragraph is intentionally deleted.

## **INDEMNIFICATION**

38. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the Tenant shall defend and hold the Landlord harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Tenant or of its officers or employees when acting within the course and scope of their employment.

## **INSURANCE REQUIREMENTS**

39. Prior to the date on which possession of the Premises is delivered to the State, the Landlord shall deliver to the Tenant, Certificates of Insurance evidencing compliance with all requirements contained in this Lease. Such Certificates shall be in the form and substance acceptable to the Tenant.

Acceptance by the Tenant of the evidence of insurance does not and shall not be construed to relieve the Landlord of any obligations, responsibility or liabilities under this Lease to obtain the required coverage or indicate acceptance of the adequacy of coverage and limits. All insurance required by this Lease shall be obtained at the sole cost and expense of the Landlord; shall be maintained with insurance carriers licensed or authorized to do business in New York State, and acceptable to the Tenant; shall be primary and non-contributing to any insurance or self-insurance maintained by the Tenant and shall provide that written notice be given to the Tenant, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice shall be sent to the Tenant at the following address: New York State Police, Administration, Building 22, 1220 Washington Avenue, Albany, New York, 12226-2252.

The Landlord shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject.

Each insurance carrier must be rated at least "A- "Class "VII" in the most recently published Best's Insurance Report. If, during the Term of the policy, a carrier's rating falls below "A- "Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer rated at least "A- "Class "VII" in the most recent published Best's Insurance Report. Said policies shall name the PEOPLE OF THE STATE OF NEW YORK as an additional insured (in the case of fire insurance, as its insurable interest may appear).

The Landlord shall cause all insurance to be in full force and effect as of the commencement date of this Lease and to remain in full force and effect throughout the Term of this Lease and as otherwise required by this Lease. The Landlord shall not take any action, or omit to take any

action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Landlord shall supply the Tenant with updated replacement Certificate of Insurance, and amendatory endorsements.

The Landlord, throughout the Term of this Lease, or as otherwise required by this Lease, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Lease, or as required by law, whichever is greater, (limits may be provided through a combination of primary and umbrella/excess policies):

a. Commercial General Liability Insurance with a limit of no less than \$2,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages, and shall cover liability arising from Premises operations, independent contractors, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract).

1. Commercial General Liability Insurance shall name The People and the State of New York, its officers, agents and employee as additional insureds thereunder.

2. If such insurance contains an aggregate limit, it shall apply separately to this Premises.

b. Commercial Property Insurance on the Premises in an amount not less than the Full Insurable Value of the Premises covering at a minimum, the perils insured under the ISO Basic Causes of Loss Form (CP 10 10). Full Insurable Value shall mean actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings).

Waiver of Subrogation – The Landlord shall cause to be included in each of its policies for the insurance indicated a waiver of the insurer's right of subrogation against the State, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Tenant waives or has waived before the casualty, the right of recovery against the Landlord; or (ii) any other form of permission for the release of the State.

## **WORKERS COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE**

40. Prior to this Lease becoming effective, the Landlord must submit proof that it has the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board. The Landlord shall notify the New York State Police, Administration, Building 22, 1220 Washington Avenue, Albany, New York, 12226-2252 at least thirty (30) days prior to material change or cancellation of such coverage.

## **MISCELLANEOUS OBLIGATIONS**

41a. The Landlord shall be responsible for all lawn mowing, snow plowing and ice removal and spring cleaning of the parking lot and lawn areas of the property.

41b. The Tenant may not assign this lease without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

41c. After the first twelve (12) months of the Lease Term, the Landlord's designee shall shampoo, or steam clean all carpeted floors within the Premises, and professionally clean and seal all tile and hard flooring surfaces annually, between May 1<sup>st</sup> – December 31<sup>st</sup>. In each instance, the Landlord shall first present cost estimates for such work to the Tenant, which will be considered to be accepted upon approval by the Major- Administration or their designee. Upon satisfactory completion of the work, the Tenant shall remit payment of the approved amounts to the Landlord,

in accordance with Article 11-A of the New York State Finance Law.

41d. The Landlord shall maintain and repair the generator which is installed as part of the Landlord's work as described in Paragraphs 44a. and 44b. of this Lease, and **Attachment 1 – Work Letter**, annexed to and made a part of this Lease. The Landlord shall keep an annual service agreement in effect pertaining to the generator, the cost of which shall be reimbursed by the Tenant to the Landlord upon presentation of a proper invoice for the same, up to a maximum of Three Hundred Fifty Dollars (\$350.00) annually. Any charges for repairs to the generator not covered by the annual service agreement shall also be reimbursed to the Landlord by the Tenant, upon presentation of a proper invoice for the same. An invoice will not be considered timely, and the Tenant shall not be responsible for payment, where the invoice is not submitted within one (1) year of the dated receipt of the Landlord's payment.

## **TELECOMMUNICATIONS**

42. The Tenant shall be responsible for all telephone communication and internet bills during the Term of the Lease.

## **LANDLORD RESPONSIBILITY**

43a. The Landlord shall at all times during the Lease Term remain responsible as defined in New York State Finance Law §163(1)(c). The Landlord agrees, if requested by the Superintendent, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

43b. In compliance with New York State Finance Law, the Superintendent in their sole discretion, reserves the right to suspend any or all activities under this Lease, at any time, when they discover information that calls into question the responsibility of the Landlord. In the event of such suspension, the Landlord will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Landlord must comply with the terms of the suspension order. Lease activity may resume at such time as the Superintendent issues a written notice authorizing a resumption of performance under this Lease.

43c. Upon written notice to the Landlord, and a reasonable opportunity to be heard with appropriate agency officials or staff, this Lease may be terminated by the Superintendent at the Landlord's expense where the Landlord is determined by the Superintendent to be non-responsible in compliance with New York State Finance Law. In such event, the Superintendent may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

## **ATTACHMENT 1 - WORK LETTER**

44a. The "Landlord's Work;" or the "Work" to be performed in the Premises is set forth in **Attachment 1 - Work Letter** annexed to and made part of this Lease. It is further understood and agreed upon by and between the Parties hereto that the Landlord shall complete the Work listed in **Attachment 1 - Work Letter** to the satisfaction of the Major-Administration or their designee. All renovations and repairs contained within **Attachment 1 - Work Letter** shall be completed no later than **one hundred twenty (120) days** after the execution of this Lease by the New York State Office of the State Comptroller, unless a different completion date is specified in **Attachment 1 - Work Letter**, which alternate timeframe shall apply.

44b. In the event the Landlord refuses or fails to complete the required items in **Attachment 1 - Work Letter** or provide services for which it is responsible by the date proscribed herein, the Tenant, upon reasonable notice to the Landlord, may at its sole option make or have made said renovations, repairs or provide services and exercise the set off adjustments as set forth and contained in Paragraph 16 of this Lease.

## **WRITING REQUIRED**

45. No representations or promises have been made with respect to the Premises other than those contained herein or as may be contained in any attachment made a part of this Lease. This Lease may not be changed or cancelled orally. Unless otherwise allowed for in this

Lease, all modifications to this Lease shall not be effective until the same are memorialized in a Lease Modification Agreement that is executed by all necessary Parties and the New York State Office of the State Comptroller.

#### **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS**

46. The Landlord shall comply with the provisions of the New York State Information Security Breach and Notification Act (New York State General Business Law Section 899-aa and New York State Technology Law Section 208) and General Business Law Section 899-bb.

#### **FIRE EXTINGUISHERS**

47. The Landlord, at its own cost and expense, shall provide, test and maintain, the fire extinguishers in the Premises and elsewhere throughout the building. The types of extinguishers provided and their locations, testing and maintenance shall, at all times during the Lease Term, comply with the standards of the Occupational Safety and Health Administration of the United States Department of Labor, as such standards are contained in Title 29 of the Code of Federal Regulations at Section 1910.157, as the same shall be amended from time to time, unless State statutes or local ordinances impose stricter requirements, in which event the Landlord shall comply with the strictest requirements. All fire extinguisher installations shall be done in compliance with the New York State Uniform Fire Prevention and Building Code and the Americans with Disabilities Act Accessibility Guidelines.

#### **CARBON MONOXIDE AND SMOKE DETECTORS**

48. The Landlord shall provide, test and maintain carbon monoxide detectors at the Demised Premises, in accordance with New York State Executive Law §378 (5-d) (“Nelson’s Law”), and smoke detectors in accordance with the 2020 Fire Code of New York State and the 2020 Property Maintenance Code of New York State, as each may be updated.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.  
SIGNATURE PAGES FOLLOW.]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Lease to be duly executed and delivered by their proper and duly authorized officers.

**Landlord Certification**

I certify that all information provided to the Tenant with respect to New York State Finance Law §139-k is complete, true and accurate.

BY \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

DATE \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF NEW YORK)

COUNTY OF \_\_\_\_\_) ss:

On this \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me to or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**Agency Certification:**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

PEOPLE OF THE STATE OF NEW YORK  
SUPERINTENDENT OF STATE POLICE

BY \_\_\_\_\_  
Lt. Colonel Nicholas A. Banbury  
Assistant Deputy Superintendent—Administration  
New York State Police

DATE \_\_\_\_\_

Approved as to form  
  
LETITIA JAMES  
New York State Attorney General

Approved:  
  
THOMAS P. DINAPOLI  
Office of the New York State Comptroller

BY \_\_\_\_\_  
Assistant Attorney General

BY \_\_\_\_\_  
State Comptroller No.

## SP LYSANDER L002260

### ATTACHMENT 1 - WORK LETTER

Pursuant to Paragraphs 44a. and 44b. of this Lease the Landlord shall complete the Work listed below to the satisfaction of the Major-Administration or their designee. The specifications regarding minimum quality for materials used in any work performed on behalf of New York State will comply with OGS Material Specifications for Leased Facilities (MSLF), which may be accessed online at <https://ogs.ny.gov/system/files/documents/2022/06/ogs-material-spec-for-leased-facilities-mslf-6-22-22.pdf>.

1. Repaint the complete interior of the Premises, according to the specifications set forth in Paragraph 34 of this Lease.
2. Replace all carpet at the Premises, according to the specifications set forth in Paragraph 34 of this Lease.
3. Replace all VCT at the Premises, according to the specifications set forth in Paragraph 34 of this Lease.
4. Landlord shall provide all labor and materials to reconstruct the barrier between the front entry vestibule and the dispatch room such that the opening between those spaces shall be partly closed off with a framed drywall partition/s, and partly with non-moveable three-eighths inch (3/8") thick laminate glass with speak hole (see example below) and one-and-one half inch (1 1/2") by sixteen inch (16") cut-out at the bottom. The linear dimensions of framed drywall partition/s and laminate glass shall be determined on site by consultation between the Landlord or designated contractor and the Station Commander.



5. Replace all interior lighting fixtures with LED fixtures.
6. Purchase and install a backup generator with automatic transfer switch (ATS), properly sized to handle the full electrical demand for the Premises, not just critical emergency functions. Landlord shall provide all necessary infrastructure, including concrete pad and piping necessary to access the natural gas fuel supply. Generac or Kohler units are acceptable. [To be completed within two hundred forty days of lease execution].
7. Install parking lot flood lights, as permitted by Town Code and/or Radisson Community Project development standards, illuminating the parking area on the north side of the building, facing High Road. [To be completed within two hundred forty days of lease execution].
8. Replace all windows at the Premises. [To be completed within two hundred forty days of lease execution].
9. Resurface the blacktopped driveway and parking lot areas, with proper preparation to include crack sealing, asphalt patching/repair of potholes and areas with alligator cracking. All blacktopped surfaces shall then be seal coated, to be followed by application of new pavement markings according to

a parking site plan to be approved by the Zone Commander or their designee, including required handicapped-access markings. Markings will be applied with two (2) coats at manufacturers recommended rate with mechanical equipment to produce uniform straight edges. [To be completed within two hundred forty days of lease execution].

10. Engage the services of a professional, qualified HVAC service company to evaluate the condition, performance, efficiency and estimated life expectancy of the heating, ventilating and colling (HVAC) system serving the Premises, which company shall deliver a report to the Landlord containing its findings and recommendations pertaining to the listed parameters. A copy of such report shall be provided to the Tenant upon receipt by the Landlord. Within thirty (30) days thereafter, the Landlord shall notify the Tenant of any repairs, modifications, replacements, or other adjustments planned by the Landlord to correct any noted deficiencies (if any) of the HVAC system, and the anticipated timetable for such remedies to be implemented. Such evaluation, report, and remediation plan shall be performed at such time of the year that both heating and air conditioning performance of the system can be properly evaluated. Pursuant to Paragraphs 9a. through 9f, of this Lease, the Landlord is responsible for a properly operating HVAC system at the Premises, for the duration of the Term, and any renewals, extensions or holdover periods thereof. [To be completed within two hundred forty days of lease execution].

\*The Landlord shall ensure that all fixtures and other construction materials used to repair and remodel the facility shall be new products. No used or refurbished products or materials shall be permitted. Shingles, siding, and other pre-finished materials shall be of a single "lot" of uniform color. If exact item(s) described is (are) unavailable, replacement must be equivalent and approved by the Major-Administration or their designee prior to purchase.