

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

L001127

**PARTIES**

**AGREEMENT OF LEASE**, made this 19<sup>th</sup> day of October in the year two thousand five by and between

**The Town of Lysander, a municipal corporation and political subdivision of the State of New York,**

whose address is **6 Lock Street, Baldwinsville, New York, 13027**

for themselves, their heirs, executors, administrators, trustees, distributees, successors, assigns and legal representatives, hereinafter referred to as Landlord, and THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the Superintendent of State Police pursuant to the Executive Law, hereinafter referred to as the State or Tenant:

**WITNESSETH:** the parties hereto for the consideration hereinafter mentioned 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 newly constructed State Police facility, consisting of the entire 3,600 square foot, one story brick and frame building with full basement and attached one car garage, located at 3071 Belgium Road, Baldwinsville, NY, 13027, approximately one mile east of the Village of Baldwinsville, in the Town of Lysander, Onondaga County, New York, to be used as a State Police Satellite Station, by the EXECUTIVE DEPARTMENT, DIVISION OF STATE POLICE.

**TERM**

2. **TO HAVE AND TO HOLD** the said premises with the appurtenances, rights and privileges for the term beginning with **January 1, 2004**, and ending with **December 31, 2024**.

## **RENT**

3. The Tenant shall pay the Landlord for the premises rent at the rate of **\$11,879.16** per annum for the period January 1, 2004 through December 31, 2024.

Payable to the **Town of Lysander** Federal ID# **15-6001027**

at 6 Lock Street, Baldwinsville, New York, 13027

in equal monthly installments of **\$989.93** - **1/01/04 – 12/31/24**

## **POSSESSION**

~~4a. It is understood and agreed, however, that if the demised premises are not complete and ready for occupancy on the date provided in Clause No. 2 herein, the term as provided shall commence on the date possession is given and expire on the last day of the month which shall be 20 years from date possession is given.~~

~~4b. It is further agreed that the renewal period or periods if provided in Clause No. 5 hereinafter shall be likewise adjusted as to term only, to conform to any change in the initial term.~~

## **RENEWAL**

5. **"THIS SPACE INTENTIONALLY LEFT BLANK"**

## **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 the New York State Executive Order Number 127, signed by Governor Pataki on June 16, 2003, or any part thereof, was intentionally false or intentionally incomplete. Upon such finding, the Tenant may exercise its termination right by sending a written notice of its intention to terminate to the Landlord at its principal place of business.

## **HOLDOVER**

7. Any holdover after the expiration of the said 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**

8. 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.

## **HEATING AND AIR CONDITIONING**

9. The Landlord shall maintain an adequate and suitable year around HVAC control system and appurtenances and shall pay all costs of service and maintenance, including filter changes, for the above facilities for the duration of occupancy by the tenant.

## **WATER AND SEWER**

10a. The Landlord shall furnish, at its own expense, hot and cold potable water appurtenances from the local supply sufficient for drinking, washroom and cleaning purposes in the demised premises.

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

10c. Should the water to the demised premises be deemed not potable, or if unreasonable hardness, odor, iron content or clarity is encountered, the landlord shall install and repair if necessary the appropriate water filtration system to bring the water up to local or state health standards, whichever is more restrictive.

## **EXTERMINATING SERVICE**

11. The Landlord shall provide exterminating service for the demised premises without cost to the Tenant upon request from the Tenant.

## **REPAIRS**

12. The Landlord shall take care of the demised premises, fixtures and appurtenances, including the parking areas, and Landlord shall 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.

The Landlord shall ensure that the premises comply with all laws, rules, orders, ordinances and regulations issued or in force, applicable to the demised premises, of the 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 demised premises, agrees to comply with all applicable laws, rules, orders, ordinances and regulations.

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

13. The Tenant shall permit the Landlord at all usual proper times to enter the premises for the purposes of inspection or sale; and suffer the Landlord to make repairs and improvements to all parts of the building and to comply with all governmental orders and requirements applicable to the building. 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. **"THIS SPACE INTENTIONALLY LEFT BLANK"**

## **DESTRUCTION OF PREMISES**

15. If the demised premises are destroyed or so injured by fire or the elements or any cause except Tenants negligence so as to render the premises uninhabitable or unfit for occupancy the Tenant, in its sole discretion, may by 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:

Quit and surrender the entire demised 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.

If, however, the demised 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 demised premises which are in condition for occupancy and which are actually occupied during such repairing period.

All improvements or betterments placed by the Tenant on the demised premises shall, however, in any event be repaired and replaced by the Tenant at his 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, his agents or employees.

If the demised 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.

In the event the premises are so injured or destroyed as above described,

any advance rental paid by Tenant to Landlord shall be apportioned to the date of the destruction and the difference promptly returned by the Landlord to the Tenant.

### **SET OFF**

16. 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 30 days written notice to the Landlord by Tenant, may, at its sole option, make such repairs or provide such services, deducting all the costs incurred thereby from the rental which is or shall be owing the Landlord.

### **SUBORDINATION**

17. 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 demised 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 mortgages. In confirmation of such subordination, Lessee shall execute promptly within 30 days a written request, an appropriate certificate which Lessor provides.

However, 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 this lease shall not be in default, and the Lessee when requested by the holder of such mortgage or the Landlord under any such underlying lease shall execute an attornment agreement to the holder of such mortgage or the Landlord under any such underlying lease should either succeed to the rights of the Lessor under this lease. Lessee agrees to provide Landlord with a written Estoppel Letter confirming the status of the lease and Tenant's and Landlord's compliance with same.

### **QUIET ENJOYMENT**

18. The Landlord covenants with the Tenant that the Tenant, on complying with the terms of the lease, shall and may peacefully and quietly have any enjoy the said premises.

### **CONDITION OF PREMISES**

19. The Tenant shall at the end of the term quit and surrender the demised 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 demised 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 rental 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. No notice given to the State in the cases provided in this paragraph shall be deemed sufficient until filed as herein provided.

## **MERGER CLAUSE**

22. 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 writing signed by the party making the promise or representation.

## **LANDLORD'S INTEREST**

23. The Landlord represents that the demised premises above described are owned by the Landlord. Landlord shall provide Tenant with a copy of pertinent underlying and ground leases.

## **NO DEVIATIONS**

24. It is understood and agreed by and between the parties hereto that 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 provision.

## **REMOVAL OF PERSONAL PROPERTY**

25. Any and all articles of personal property including, without limitations,

business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, radio, teletype and television equipment and aerals, 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 lease term, renewal, extension or holdover period. If such fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, radio, teletype and television equipment and aerals are removed, the cost of repairing any damage to the building arising from such removal shall be paid by Tenant.

#### **ALTERATIONS BY TENANT**

26. It is understood and agreed by and between the parties hereto that during the lease period, renewal period, extension or holdover period 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 require Landlord written prior approval which shall not be unreasonably withheld. All alterations made by Tenant shall be in conformance with all building codes and all other 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 Tenant with estimates based upon Tenant's plans and specifications for the work to be performed. Upon approval by the Tenant the Landlord shall be authorized by the occupying agency or the Tenant to proceed with the subject alterations. If the Landlord elects, he may submit to the authorizing agency paid bills for partial work, which shall have been completed to the agency's satisfaction. 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, Tenant is hereby authorized to make deductions from rental payments until it has recovered the amount of overpayment.

Any further balance due Landlord resulting from the final audit shall be due and payable upon completion of audit and submission by the Landlord of paid bills for completed work.

#### **SIGNS**

28. The Tenant may post and maintain such signs and notices as is reasonably required and permitted by law to inform the public as to its location in the building and shall have a right to have its name and other pertinent information on Landlord's lobby directory board.

## MARGINAL NOTES

29. The marginal notes 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 Tenant covenant that whenever the others consent is required under any of the provisions of this lease such consent shall not be unreasonably withheld.

## SALE AND/OR TRANSFER

31. It is hereby agreed by the parties enumerated on page 1 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 Division of State Police, immediate family and/or wholly owned corporation of the aforementioned. Should such proscribed transfer or sale occur, the Division shall have the option of immediately causing the lease to become null and void.

## APPENDIX A

32. **[Appendix A attached is an integral part of this lease.]**

## PAINTING AND DECORATING

33. It is understood and agreed by and between the parties hereto that the Landlord shall, at his own expense, every **seven years**, or as needed if sooner, repair or replace as necessary, both inside and outside, the entire demised premises in adequate coats of paint or varnish, or clean and apply preservatives, as the case may be, any wood paneled or wood wainscoted surfaces and/or paint all plaster surfaces and wall trim surfaces ordinarily painted, in adequate covering coats of alkyd or oil based paints in colors to be selected by the Tenant. Similarly, it is also understood that floor covering shall be cleaned, repaired or replaced, as needed, with a commercial grade product.

## INDEMNIFICATION

34a. To the extent authorized by Section 8 of the State court of Claims Act and Section 17 of the Public Officers Law, Tenant shall hold Landlord harmless from and indemnify Landlord for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of Tenant or of its officers or employees when acting within the course and scope of their employment.

34b. Notwithstanding anything herein to the contrary, and in addition to any rights or

remedies available at law or equity, Landlord shall defend, indemnify and hold harmless Tenant against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, entity or governmental authority whatsoever arising out of (a) any failure by Landlord to perform any of the agreements, terms, covenants or conditions of this lease on Landlord's part to be performed, (b) any accident, injury or damage that happens in, about or outside the Premises caused by the willful or negligent act or omission of Landlord, its agents, servants, or employees, or (c) Landlord's failure to comply (except to the extent that such compliance is Tenant's obligation pursuant to this Lease) with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county, or municipal governmental authority or agreement of record affecting the Premises.

#### **OTHER UTILITIES**

35. The Tenant shall be responsible for its own separately billed monthly telephone service as well as the installation and service of all telecommunications devices.

#### **MISCELLANEOUS**

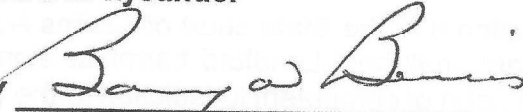
36. Landlord shall be responsible for all lawn mowing, snow plowing, salting, spring cleaning of parking lot and lawn area, carpet and tile cleaning and all replacement of window glass, light bulbs, and fluorescent bulbs inside and outside of the building. Landlord shall be responsible for all utility, electric, heating bills during the term of the lease. Tenant shall be responsible for all telephone communication bills during the term of the lease.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this lease to be executed in counterparts the day and year first written above.

I hereby agree to the lease terms outlined above. Additionally, I certify that all information provided to the Tenant with respect to Executive Order Number 127 is complete, true and accurate.

**Town of Lysander**

BY   
Barry W. Bullis, Supervisor

DATE 10/11/05

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."

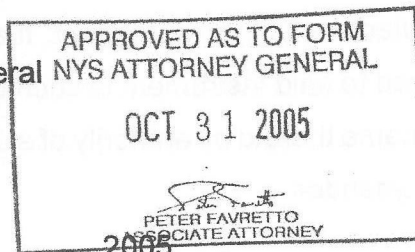
**Superintendent of State Police**

BY William J. Mahan

DATE 10/20/05

Approved as to form:  
Eliot Spitzer  
Attorney General

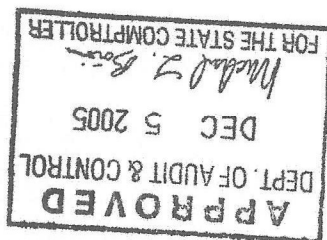
BY  
Assistant Attorney General



Approved,  
Alan G. Hevesi  
State Comptroller

BY

STATE COMPTROLLER NO.



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

On the 11<sup>th</sup> day of October in the year Two Thousand and Five, before me personally came Barry W. Bullis, to me known, who being duly sworn, did depose and say that he resides in the Town of Lysander in Onondaga County, New York, that he is the duly elected Supervisor of the Town of Lysander, 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 and that he signed his name thereto by authority of a duly adopted resolution of the Town Board of said Town of Lysander.

Giselle H. Mueller (Pellett)  
Notary Public

