

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Armory Use Revocable License

Date: 10/28/2024

DEPT OF ORIGIN: Village Manager

Bill # 161-2024

DATE SUBMITTED: 10/23/2024

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

SUMMARY STATEMENT:

Resolution to authorize the Village Manager to execute Revocable License allowing the Saranac Lake Police Department to occupy the Saranac Lake Armory

MOVED BY: Ryan      SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE RYAN

yes

TRUSTEE WHITE

yes

TRUSTEE SCOLLIN

absent

TRUSTEE BRUNETTE

yes

**REVOCABLE LICENSE**

**REVOCABLE LICENSE** dated this 1st day of October 2024 and effective 1 October 2024, between the people of the State of New York, acting by and through the Division of Military and Naval Affairs (DMNA) (hereinafter referred to as "Licensor") and the City of Saranac Lake (hereinafter referred to as "Licensee") for use of certain premises within the New York State Armory located at 5044 State Route 3, Saranac Lake, NY 12983

**WITNESSETH:**

WHEREAS, Licensee is a government entity, with Certificate of Incorporation filed with the New York State Secretary of State on June 16, 1892.

WHEREAS, Licensor is willing to provide Licensee with the use of certain portions (hereinafter known as "Demised Premises" or "Premises"), as specifically described in Appendix B, First Floor Plan, which is attached hereto and made a part hereof, within the New York State Armory located at 5044 State Road, RT-3 Saranac Lake, Franklin County, New York (hereinafter referred to as the "Armory Premises") for the purposes of operating the Saranac Lake Police Department operations during the renovations of their current location, in accordance with the terms and provisions of this Revocable License; and

WHEREAS, Licensor has the authority to allow such use of these Demised Premises under authority contained in Section 183.1.d. and f. of the Military Law of the State of New York; and any applicable rules and regulations promulgated there under; and

WHEREAS, Licensor agrees to license the Premises in order for the Licensee to provide operational activities in support of law enforcement activities and in exchange Licensee agrees to reimburse the Licensor for expenses resulting from said use, said expenses including utilities and personnel costs for janitorial service, and security personnel; and

NOW, THEREFORE, in consideration of the terms, premises and mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1  
GRANT OF LICENSE**

Licensor hereby grants to Licensee a Revocable License to use and occupy the Premises. It is hereby understood and agreed that the use of these Premises shall be for the purpose of operating an administrative center that provides office spaces required to perform law enforcement administrative activities. The entire premises and the contents thereof, are and shall continue to be the sole property of the Licensor and Licensor retains the right to enter the premises. This Revocable License is cancellable at will and without cause by either party upon 30 days written notice to the other party.

## **ARTICLE 2 TERM OF LICENSE**

The term of this Revocable License is effective beginning on 1 October 2024 for an indefinite term. This Revocable License, however, will not take effect until it has been executed by both parties, and approved by the New York State Comptroller and the New York State Attorney General.

## **ARTICLE 3 USE EXPENSES**

The Licensor will not charge Licensee 'rent'; however, Licensee shall pay use expenses to Licensor for those expenses attributable to Licensee's use of the Demised Premises. These expenses will include, but are not limited to, heat, electricity, security and janitorial expenses.

Licensor will prepare a cost sheet based on the hours of operation contained on said Premises and provide to Licensee within two (2) calendar weeks of receipt of calendar. The cost sheet will list the hours of security, janitorial (if necessary), and utilities for the License period (see attached Appendix C).

Costs incurred through the License year shall be totaled on October 1, 2025. Licensor shall provide an updated assessment for use expenses to Licensor not less than every twelve months thereafter. In the event either party terminates this license in accordance with the terms herein prior to October 1, 2025, Licensee agrees to pay uses expenses based on a prorated basis for actual expenses incurred. Licensee shall make an annual payment at the end of each License period. Payments shall be made in the form of a check payable to "NYS-DMNA," and mailed to: DMNA, ATTN: MNBF, 330 Old Niskayuna Road, Latham, New York 12110-3514.

## **ARTICLE 4 FURNISHINGS AND FIXTURES**

All furnishings and fixtures related to the operation of the Center at the Premises including, but not limited to: desks, chairs, recreation equipment, and all items required under Licensee's programs will be provided by Licensee. All such property of whatever kind or nature shall be and will remain the property of the Licensee. Licensor retains the right to direct Licensee to remove property belonging to Licensee.

## **ARTICLE 5 MAINTENANCE AND REPAIRS**

Licensee hereby agrees to be responsible for and provide for all maintenance, repairs and furnishings arising from, incident to, but not limited to the operation of the Center in the Demised Premises. Licensee must obtain written permission from Licensor prior to performing any such maintenance, repair or installation of new furnishings. Licensee may use Licensor provided services to be reimbursed by Licensee. All maintenance and repairs are subject to written approval by Licensor. Such approval shall not be unreasonably withheld. Requests for permission to perform maintenance and repairs shall be responded to in the manner and within the time frames specified in Article 6, below.

Licensee will be responsible for maintaining the Demised Premises on a day-to-day basis. Licensee shall, during its hours of use, maintain the restroom facilities in such a manner

as to preclude the need for any additional cleaning at the end of their daily use. If Licensee is unable to maintain the restroom facilities in such a manner, Licensor reserves the right to place additional staff on duty to clean said restroom facilities, and Licensee will reimburse Licensor for cost of said cleaning.

## **ARTICLE 6 ALTERATIONS BY LICENSEE**

Licensee is prohibited from making any alterations, decorations, installations, additions and improvements in and to the Premises without written approval from Licensor. Licensor agrees to respond to the Licensee's written request for approval of alterations, decorations, installations, additions and improvements in and to the Premises as described in Article 5 hereof within three (3) weeks of receipt of said written request by Licensor. Approval will not be unreasonably withheld and shall be granted unless the alterations, repairs or maintenance for which approval is requested by Licensor shall result in an irreversible modification of the structure of the Premises. All property of whatever kind or nature in or on the Premises which is owned or paid for by the Licensee shall be and will remain the property of the Licensee except for any equipment or alterations permanently affixed to the Premises. Upon revocation of this Revocable License by Licensor, Licensor shall have no responsibility to support costs relative to Licensee's funded alterations. Licensee shall have 30 days from the revocation of this Revocable License to either completely remove non-fixture property or announce its intent to surrender such property to Licensor.

Licensee agrees that any placement of satellite dishes or antennas on the Armory's roof or other areas and any installation of cable television and telephone lines must be approved and coordinated through Licensor. Licensee must provide Licensor with the name and contact information of the telecommunication, cable or satellite company whose services are being used in the Demised Premises. Licensee shall be solely responsible for installation, maintenance, and service costs related to such services or equipment.

## **ARTICLE 7 HOURS OF OPERATION AND SECURITY**

Security is defined as a person or persons whose duty is to ensure access to the Armory is limited to those persons authorized access and to ensure occupants or guests of the Center remain only in those parts of the Armory for which they are authorized access. Additionally, the person(s) on security detail is charged with protecting the Premises and property contained therein from damage or mischief. Opening and securing the access doors for access to the Demised Premises as individuals enter and exit shall be part of the security duties.

The Licensee agrees to strictly abide by and adhere to any and all security rules and regulations in force at this facility. Licensee acknowledges under this License that access to the Demised Premises may be denied at any time if Force Protection levels are increased; if the premises are required for use related to a military or civil emergency operation; or if the military units assigned to this facility require use of the Premises for training or readiness operations.

If Licensee wants to conduct any activity that will be open to the public, a separate short-term nonmilitary use (NMU) Agreement must be fully executed by the Licensee and the Licensor with the appropriate additional security measures in place as outlined in DMNA Form 210-4, Addendum to Nonmilitary Use Agreement Security Standards and Requirements Public Events as shown as Exhibit 2.

Licensee understands that the Licensor's security or maintenance personnel are not permitted to render personal assistance to persons entering and exiting or moving about within the Armory building.

## **ARTICLE 8 LIABILITY INSURANCE**

General Liability Insurance, in effect for the entire license period, written by a licensed New York State carrier must be provided by the Licensee. A Certificate of Insurance naming the Division of Military and Naval Affairs and the State of New York (DMNA-NY) as Additional Insureds with minimum coverage of \$1,000,000 property damage each occurrence, \$1,000,000 bodily injury each occurrence, and \$2,000,000 aggregate must be provided by the Licensee to the Licensor.

## **ARTICLE 9 INDEMNIFICATION**

Licensee will be fully and absolutely responsible for the Demised Premises, and for the operation and conduct of the Center and its attendees, as well as Licensee's agents, contractors, employees or invitees, and for all liability, loss, damage, cost or expense which may be caused by or incurred in relation to its use of the Demised Premises and/or the operation of the Center. Licensee will hold harmless and indemnify Licensor, the State of New York, the New York Army National Guard and any individual, agency, unit or member thereof, from any and all claims, suits, actions of every nature and descriptions arising out of or relating to the acts of the Licensee, its agents, contractors, employees, invitees, or member or guests of the Center in the conduct or operation of its Center, or in the maintenance of the Demised Premises as delineated and encompassed by this Revocable License.

In the event that any claims are filed against Licensor for which the Licensee is responsible for payment, Licensor shall provide Licensee with notice of such claims within thirty (30) days of receipt thereof by registered mail with a return receipt requested.

## **ARTICLE 10 LICENSE**

The Licensor and Licensee hereby agree and acknowledge that they understand and intend that this Revocable License is not a lease and does not create a landlord-tenant relationship between Licensor and Licensee. The Licensor and Licensee further agree that it is not their intention to transfer any interest in real property from Licensor to Licensee by or through this Revocable License.

## **ARTICLE 11 MAIL AND DELIVERIES**

Licensee will maintain a mailing address (street address or post office box) separate and apart from the Armory as its official mailing address. The Licensor's employees are not authorized to receive, sign for, handle, distribute, or safeguard any US mail, overnight delivery envelopes/boxes, or parcel post packages that may be addressed to the Licensee and delivered to the Armory. All other deliveries (for example, supplies, equipment, furniture, rental property,

and food) to the Licensee at the Armory must be coordinated not less than two (2) business days in advance with the Licenser and received at the Armory by the Licensee.

## **ARTICLE 12 CODE COMPLIANCE**

The parties agree that Licensee bears the responsibility and expense of complying with local and state codes and permits, if any, applicable to the Demised Premises. Maximum occupancy rates will be posted for each room and area of the Demised Premises, based on the normal configuration of furnishings and equipment in said rooms and areas.

## **ARTICLE 13 INSPECTION**

Prior to the execution of this Revocable License, or as soon thereafter as practical, the parties hereto agree that a full inspection of the Demised Premises will be made by both Licenser and Licensee to determine the present condition of the Demised Premises. A single written report shall be prepared by Licenser with the concurrence of the Licensee setting forth the condition of the Demised Premises. This report shall be used to resolve any disputes which may occur at the time of termination revocation of this Revocable License or at any time prior thereto concerning the conditions of the Demised Premises.

## **ARTICLE 14 ACCEPTANCE OF PREMISES**

Licensee represents that the Licensee is fully familiar with the physical condition of the Demised Premises, the improvements thereon, the sidewalks and structures adjoining the same, subsurface conditions, and the present tenancies, and uses thereof. Licensee accepts the same, without recourse to the Licenser, in the condition and state in which they now are and agrees that the Demised Premises complies with the requirements of this Lease. Licenser makes no representations or warranties, express or implied in fact or by law, as to the nature or condition of the Demised Premises, or its fitness or availability for any particular use. Licenser shall not be liable for any latent or patent defect therein.

Licenser has no obligation to perform any work, supply any materials, incur any expenses, or make any installations to prepare the Demised Premises for Licensee's use.

## **ARTICLE 15 DAMAGES**

Licensee is responsible for any and all damages to the Armory caused by Licensee's agents, employees, patrons, guests, and attendees whether accidental or otherwise. Licensee agrees to leave the Demised Premises in the same condition as when received, ordinary wear and use excepted, and to be responsible for additional costs incurred because of an unusual amount of post-event cleanup.

## **ARTICLE 16 HAZARDOUS OR DANGEROUS PRODUCTS**

Materials considered to be hazardous, dangerous, flammable or incendiary may not be brought into the Armory unless approval is obtained, in advance, from the Armory



Superintendent. In such cases, justification must be provided, and any necessary permits from local authorities must be obtained. Pyrotechnics and similar materials fall under this category.

Licensee will follow all guidelines and rules regarding maintaining appropriate Material Substance Data Sheets (MSDS) for appropriate materials and substances maintained in the Demised Premises. Paints, solvents, aerosols and cleaners are examples of items requiring MSDS compliance.

#### **ARTICLE 17 PROHIBITED USES**

Use of the Armory or the Demised Premises therein for political or religious purposes, (except that an Armory may be used for the purpose of holding the national or state convention of a political party) is prohibited under Military Law of the State of New York.

No animals or pets are permitted in the Armory. Working dogs are the only exception to this prohibition.

#### **ARTICLE 18 MISCELLANEOUS USE OF PREMISES TERMS**

Licensee agrees to provide to the Licensors one (1) 24-hour business day, 24-hour notice and copies of any of the Licensors' press releases to the Licensors for review and approval.

Licensee agrees to notify Licensors one (1) 24-hour business day in advance of visitation to the Demised Premises by elected officials, dignitaries, or other individuals or groups considered to be "VIP" (very important people to include, but is not limited to, elected or appointed officials of any local, county, state or federal government agency). Should any of these individuals or groups visit the Demised Premises without advance notice, Licensee shall immediately notify Licensors of such visit.

Licensee agrees that any and all signage related to advertising or public identification of the Demised Premises must be approved by Licensors prior to installation of same.

Any incidents involving violence, injury, property damage, theft, or of a similar significant nature must be reported to the Officer in Charge and Control (OIC&C) of the Armory or his/her designee. The OIC&C or designee will provide assistance in preparation and submission of an incident report.

#### **ARTICLE 19 EMERGENCY CANCELLATION**

In the event the Demised Premises of the Armory space being utilized under the License is required to support emergency military purposes; is required by higher military authority for emergency use; is required for the purpose of any federal, state, or local municipal emergency; or is required to be closed to public access due to heightened Force Protection implementation, this Revocable License will be cancelled or suspended without advance notice.

Upon termination of this Revocable License under the conditions above, the Licensors will take steps to initiate a refund of any prepaid charges for days not already used by the Licensee.

**ARTICLE 20  
ACCESS TO PREMISES**

The employees, military members and government officials stationed at the Armory, as well as municipal, county, state, and federal authorities, shall have access to the Demised Premises, to include the areas within the Demised Premises under this License that Licensor considers necessary or advisable, for official purposes (for example, safety inspection or investigation). This exercise of the Licensor's right to access the Demised Premises will not be done in a frivolous manner and the rights of the Licensee will be respected to the fullest extent possible.

**ARTICLE 21  
NONDISCRIMINATION**

Discrimination based on race, creed, color, national origin, sex, or disability or marital status of a Licensee or by a Licensee is prohibited. All Armory uses must be conducted in a nondiscriminatory manner in accordance with the State Human Rights Law nondiscrimination assurance contained in Section 296 of the Executive Law of the State of New York.

**ARTICLE 22  
PAYMENTS AND REFUNDS**

All license payments must be mailed to the DMNA, ATTN: MNBF, 330 Old Niskayuna Road, Latham, New York 12110-3514. **NO PAYMENTS WILL BE ACCEPTED BY THE ARMORY PERSONNEL.**

**ARTICLE 23  
NOTICES**

Any notices required to be given to the Licensee or to the Licensor shall be in writing and shall be sent by certified mail or by registered mail with a return receipt requested to the address set forth below:

**LICENSEE:** Village of Saranac Lake  
ATTN: Bachana Tsiklauri (Village Manager)  
39 Main Street, 2<sup>nd</sup> Floor-Suite 9  
Saranac Lake, NY 12983

**LICENSOR:** New York State Division of Military and Naval Affairs  
ATTN: Director of Facilities Management and Engineering (MNFE)  
330 Old Niskayuna Road, Latham, NY 12110-3514

Either party may change its address as set forth herein by notice to the other in the manner provided for herein, provided that no notice of change of address shall be effective until 15 days following the date the notice is given. Notice shall be deemed given as of the date of mailing.



## ARTICLE 24 SUB-LICENSING

Irrespective of any other provision of this Revocable License, Licensee is prohibited from entering into a sub-license or sharing any portion of the Demised Premises spaces with another party unless specifically approved in writing, in advance, by Licensor.

**ARTICLE 25**  
**ENTIRE AGREEMENT**

As required by New York State law, Appendix A, Standard Clauses for New York State Contracts, dated June 2023, is attached hereto and made a part of this Revocable License.

This Revocable License, including Appendices A, B, and C sets forth the entire agreement between the parties with respect to the granting of the Revocable License by Licensor for Licensee's use of the Premises as a part-time community center for youth and senior citizens residing in the areas covered by Zip Code 12983, and may not be altered or modified except in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have duly executed this Revocable License the day and year first above written.

## Village of Saranac Lake

By: \_\_\_\_\_

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

**Title:** \_\_\_\_\_

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me based on statutory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as \_\_\_\_\_ of the Village of Saranac Lake, INC., and that by his/her signature on the instrument, the individual executed the instrument.

Notary Public  
My Commission Expires On: \_\_\_\_\_  
Notary's Seal/Stamp

**STATE OF NEW YORK  
DIVISION OF MILITARY AND NAVAL AFFAIRS**

**By:** \_\_\_\_\_  
**Name:** Gary S. Yapple  
**Title:** Director of Facilities Management  
and Engineering

**APPROVED AS TO FORM:**

**Letitia James  
Attorney General of the State of New York**

**By:** \_\_\_\_\_

**APPROVED:**

**Thomas P. DiNapoli  
Comptroller of the State of New York**

**By:** \_\_\_\_\_