

AGREEMENT

THIS AGREEMENT, made by and between the New York State Office of Children and Family Services (OCFS), with offices at 52 Washington Avenue, Rensselaer, New York 12144, herein called Lessor, Contractor herein called the Lessee,

IN CONSIDERATION of the rents, covenants and agreements hereinafter expressed, and pursuant to the provisions of section 3, subsection 14, of the Public Buildings Law, the parties hereto agree as follows:

1. The Lessor has demised and leased and does hereby demise and lease to the said Lessee the following premises, viz.:

ALL THAT TRACT OF LAND situate in the Town of Rush, County of Monroe and State of New York described as follows:

- a. Lot 3 -East of Erie RR, South of dirt road running between building 75 and 76, West of building 76, consisting of approximately 8 acres;
- b. Lot 4 -West of Erie RR, South of Perry Hill Road, consisting of approximately 5 acres;
- c. Lot 5 -East of Erie RR, West of Main Road, South of building 79, and North of Lehigh Valley RR bed, consisting of approximately 21 acres;
- d. Lot 6 -South of Lehigh Valley RR bed, East of Erie RR and North of building 16 (old dairy barn), consisting of approximately 8 acres;
- e. Lot 7 -South of Lehigh Valley RR bed, West of Erie RR, consisting of approximately 78 acres;
- f. Lot 8 -South of building 16 to Honeoye Creek, East of Erie RR, consisting of 40 acres;

pursuant to the map annexed hereto as Appendix M, with the privileges and appurtenances and the right to enter upon, use and occupy the same for and during the term of the 2022 - 2026 growing season expiring December 31, 2026.

2. The said Lessee covenant that they will pay to the Lessor no later than 10 days subsequent to approval of this lease by the New York State Office of the State Comptroller, for the use of said premises, for the 2022 growing season the rent of \$ and \$ due on May 1, 2023 for the 2023 growing season and on May 1st of each year thereafter for each growing season and that they will use, occupy and cultivate said farm land in accordance with the covenants and agreements herein contained and all applicable statutes, codes, rules and regulations, and in all things faithfully and fully carry out and perform the terms, covenants, agreements and stipulations of this agreement to be on his or its part carried out and performed.
3. The Lessee further agree to provide at their own expense protective liability insurance issued by an insurance company authorized to do business in the State of New York to indemnify The People of the State of New York and/or the Office of Children and Family Services in the following minimum amounts:

Personal injury -\$100,000 each person;
 -\$300,000 each accident
Property damage-\$50,000 .

The required insurance policy must name the State of New York and the Office of Children and Family Services as additional insured: The Lessee shall provide the Office of Children and Family Services with a Certificate of Insurance indicating that such coverage is in effect and stating that the policy of insurance cannot be cancelled or changed without ten (10) days prior written notice to the Office of Children and Family Services, The Lessee shall also secure and maintain in effect during the term of this Agreement of Lease workers compensation coverage and disability benefits coverage as required by law. The Lessee shall provide to the Lessor certificates of such coverage, or proof that such coverage is not required, in such form as required by the Workers Compensation Board. The Lessee agree to save the State of New York harmless from all claims for damages arising out of the use of said premises, and to defend all suits brought on account thereof.

4. The Lessee shall permit the Lessor or its authorized representatives at all usual and proper times to enter the aforesaid premises to make surveys, soil and foundation explorations, drilling of test wells or other work necessary for development of the site, or for any other lawful purpose, without reduction of rent or cost to the Lessor, and Lessees waive all claims or causes of action against the Lessor which might arise

therefrom.

5. The Lessee agrees to notify the OCFS in the event an unsafe or hazardous incident or condition occurs or exists immediately upon discovery of such incident or condition.
6. It is mutually agreed that the relationship of the Lessee to OCFS is that of an independent contractor for all purposes.
7. Appendix A, standard clauses for all New York State contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein, for the purposes of Appendix A, the Lessee shall be known as the Contractor.
8. The Lessee certifies that they or any individual or legal entity in which the Lessee holds a ten percent (10%) or greater ownership interest, or any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Lessee, either (i) has no business operations in Northern Ireland or (ii) if it has business operations, in Northern Ireland, will take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles (State Finance Law, §165) relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of its compliance with such principles.
9. The Agreement shall be subject to the following termination provisions:
 - a. The parties mutually agree that this agreement shall not be binding upon OCFS until approved by the New York State Office of General Services, the New York State Attorney General's Office and the New York State Office of the State Comptroller.
 - b. All or any part of this Agreement may be terminated by the State in the event of failure of the Lessee to perform within the time requirements set forth in this Agreement.
 - c. All or any part of this Agreement may be terminated by the State for cause upon the failure of the Lessee to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the State shall give the Lessee written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Lessee' receipt therefore, such written notice to specify the Lessee's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the State. The Lessee agrees to incur no new obligations or to claim for any expenses made after receipt of the notification of termination.
 - d. This Agreement may be terminated if the State deems that termination would be in the best interest of the State provided that the State shall give written notice to the Lessee not less than thirty (30) days prior to the date upon which termination shall become effective.
 - e. If this Agreement is terminated for cause, the State shall have the right to award a new contract to a third party. In such event, the Lessee shall be responsible for damages, and for all additional costs incurred in reassigning the contract.
 - f. The Lessee agrees at the termination of the term of use, to surrender the property used to the Lessor in the same condition as existed prior to the term of use, reasonable wear and tear excepted.
 - g. The State reserves the right to terminate the award resulting from this procurement in the event it is found that the certification filed by the Offeror in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, The State may exercise its termination right by providing written notification to the award recipient.
10. The parties mutually agree that this agreement shall not be binding upon OCFS until approved by the New York State Office of General Services, the New York State Attorney General's Office and the New York State Office of the State Comptroller.
11. Appendix X, Modification Agreement, is attached hereto and is hereby made a part of this agreement for the purposes of modifying this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year here written.

Contract Number:
Agency Certification:

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

Office of Children and Family Services

Contractor

By: _____

By: _____

Print Name

Print Name

Title: _____

Title: _____

Date: _____

Date: _____

State of New York) SS:
County of _____)

On the ____ day of _____ before me personally appeared _____

to me known, who being by me duly sworn, did dispose and say that he/she resides

at _____ that he/she is the

_____ of Howlett Farms, Inc. herein which executed the foregoing instrument, and that he/she

Signed his/her name thereto by order of the Board of Directors of said corporation.

_____(Notary)

My commission expires: _____

New York State Office of General Services Signature

By: _____

Print Name

Title: _____

Date: _____

New York State Attorney General's Signature

New York State State Comptroller's Signature

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1

