



# **Buildings & Grounds Committee**

Tuesday, August 6, 2024 4PM  
40 McMaster Street, Ballston Spa, NY

**Chair:** Scott Ostrander

**Members:** J.D. Arnold, Dave Ball, Angela Thompson,  
Kevin Tollisen, Kevin Veitch, Matt Veitch VC

## **Agenda**

- I. Welcome and Attendance
- II. Approval of the minutes of the June 4, 2024 meeting
- III. Authorizing easements with National Grid for utility installations related to Capital Projects on County property – Chad Cooke, Public Works
- IV. Authorizing a sublease with the New York State Unified Court System, Fourth Judicial District, for shared space for Judge’s Chambers at 60 Railroad Place, Suite 100, in the City of Saratoga Springs – Chad Cooke, Public Works
- V. Executive Session – Discussion regarding the proposed acquisition, sale or lease of real property
- VI. Other Business
- VII. Adjournment



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warnt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Department of Public Works

**DATE:** 7/15/24

**COMMITTEE:** Buildings & Grounds

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorize the Chair of the Board to execute easements with National Grid for utility installations related to Capital Projects on County property

3. Specific Details on what the resolution will authorize:

Authorize the Chair of the Board to execute easements with National Grid for utility installations related to Capital Projects on County property

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted Yes

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
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Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

Purchasing Office Consulted

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

8. Is a grant being accepted:  YES or  NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other copy of draft easement for Animal Shelter project

10. Remarks:

## GRANT OF EASEMENT

COUNTY OF SARATOGA a limited liability company having an address at 6010-6012 County Farm Road, Ballston Spa, NY 12020 (hereinafter referred to as “Grantor”), is the owner of that certain parcel of real property commonly known as 6010-6012 County Farm Road (Animal Shelter) located in the Town of Milton, County of Saratoga in the State of New York, identified on the tax maps of the County of Saratoga, as Section 202 Block 2 Lot 5 (SBL# 202.-2-5) and pursuant to that certain deed recorded with the County Clerk of the County of Saratoga in Liber P at Page 11 (the “Grantor’s Land”), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as “Grantee”), for Grantee and its lessees, licensees, successors, and assigns a perpetual, nonexclusive easement and right of way through, over, across, under and upon the Grantor’s Land (the “Easement”) under the following terms and conditions.

**Section 1 – Description of the Easement.** The Easement provides the Grantee with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground gas distribution facilities including a line or lines of pipe, valves, fittings, handholes, manholes, conduit, vaults, housings, connectors, pedestals, closures, markers, cables, connections to aboveground facilities, braces, fittings, foundations, anchors, lateral service lines, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantee shall require now and from time to time, for the transmission and distribution of gas for public or private use, in, through, upon, over, under, and across that portion of the Grantor’s Land described in Section 2 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor’s Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantee, due to species or structural defects or their tall growing nature are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantee’s existing or proposed Facilities; and

d. excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor’s Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Location of the Easement Area.** The “Easement Area” shall consist of a portion of the Grantor’s Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, “**Easement Sketch-Exhibit A, WR# 30931396**”, which sketch is attached hereto and made a part hereof as Exhibit “A” and to be recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit “A”

**Section 3 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

**Section 4 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written

consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COUNTY of SARATOGA**

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(printed)

Its: \_\_\_\_\_  
(title)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

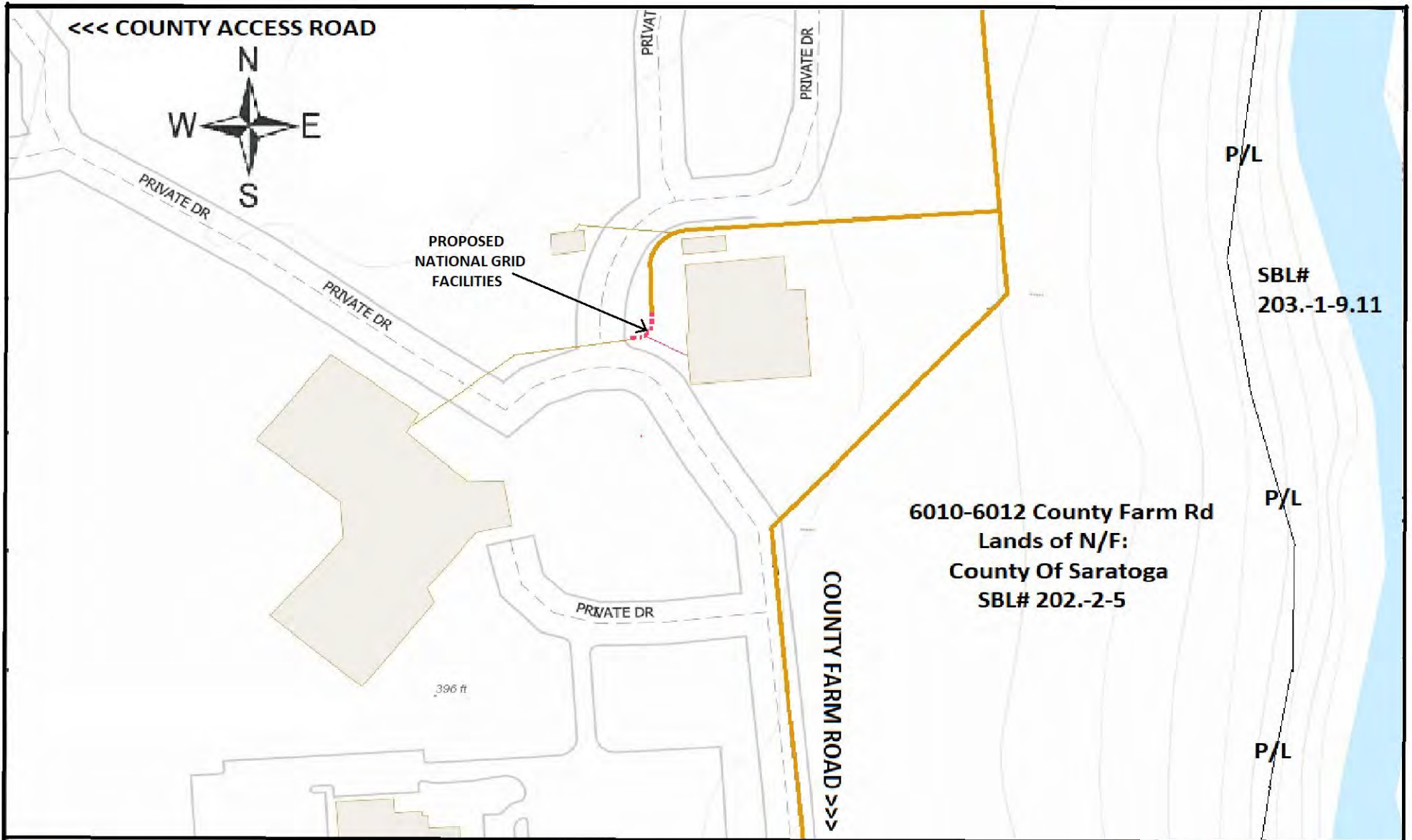
ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me 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

**RETURN TO:**

National Grid  
Attention: **Rosita Myers**  
Right of Way, Survey & Aviation  
1125 Broadway  
Albany, NY 12204



**EASEMENT #: 30931396**

**EASEMENT SKETCH - EXHIBIT A**

**NOT TO SCALE**

DESIGNER: M. Whitney

ROW AGENT: R. Myers

DATE: 7/3/2024

WORK ORDER: 30931396

Sketch for Lands of N/F: County Of Saratoga  
6010-6012 County Farm Rd

Town: Milton  
County: Saratoga  
Tax ID No: 202.-2-5

**nationalgrid**

**XX Right of Way and Real Estate Department**

NOTE: The location of surface and underground objects shown are not warranted to be correct.





# SARATOGA COUNTY AGENDA ITEM REQUEST

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**CC:** John Warnt, Director of Purchasing  
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**DEPARTMENT:** Department of Public Works

**DATE:** 7/15/24

**COMMITTEE:** Buildings & Grounds

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2. Proposed Resolution Title:

Authorize a sublease with the NYS Unified Court System for shared space at 60 Railroad Place, Suite 100 in the City of Saratoga Springs to accommodate Judge Quinn.

3. Specific Details on what the resolution will authorize:

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This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

4. Is a Budget Amendment needed:  YES or  NO  
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Expense

Account Number	Account Name	Amount
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Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

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Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted

7. Does this item require the awarding of a contract:  Y  N

Purchasing Office Consulted

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

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l. Vendor/Contractor comment/remarks:

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9. Supporting Documentation:

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- Other copy of proposed lease

10. Remarks:

## SUBLEASE

**SUBLESSOR:** COUNTY OF SARATOGA, NEW YORK  
**SUBLESEE:** NEW YORK STATE UNIFIED COURT SYSTEM, FOURTH JUDICIAL DISTRICT  
**LOCATION:** 60 RAILROAD PLACE, SUITE 100  
SARATOGA SPRINGS, NY 12866  
**TERM:** JULY 15, 2024 TO DECEMBER 31, 2026  
**AGREEMENT DATE:** JULY 15, 2024

WHEREAS the County of Saratoga, New York (hereinafter "**the County**") has entered into an agreement to renew a lease with Railroad Place Partners, L.P. (hereinafter the "**Lease Renewal**") for 2,134 sq. ft. of commercial space at 60 Railroad Place, Suite 100, Saratoga Springs, New York, 12866 (hereinafter the "**Premises**"), for the period of January 1, 2024 through December 31, 2026, in order to provide Chambers space for Saratoga County Supreme Court Justice Dianne N. Freestone (hereinafter "Judge Freestone") and her staff, as required by law; and

WHEREAS the New York State Unified Court System, Fourth Judicial District (hereinafter the "**Fourth District**") requires Chambers space for Hon. Amy N. Quinn, who is a Court of Claims Judge designated as an Acting Supreme Court Justice and assigned to the Fourth Judicial District (hereinafter "Judge Quinn"); and

WHEREAS the **Premises** are adequate in size to accommodate both Judges Freestone and Quinn, and sharing the space will inure to the benefit of all; and

WHEREAS the **Lease Renewal** permits **the County** to sublease the **Premises** to the **Fourth District**;

The parties hereby AGREE as follows:

1. **PREMISES:** **The County** leases to the **Fourth District** one-half of the **Premises** to be used as office space for Judge Quinn and her staff, for the period of July 15, 2024 through December 31, 2025. The **Premises** are more particularly described in Exhibit A of the **Lease Renewal**. Judge Quinn will occupy three (3) offices within the **Premises** and all parties will mutually share the common spaces. The precise office spaces assigned to Judge Quinn and her staff will be subject to mutual agreement between the judges.
2. **RENT:** The **Fourth District** will pay to **the County** 50% of the monthly rent chargeable to **the County** under the **Lease Renewal**. For the period July 15, 2024 through December 31, 2026, **the County's** monthly rent under the **Lease Renewal** is \$4,000. The proportionate obligation of the **Fourth District** for this period is \$2,000 per month. Rent will be paid to **the County** monthly in advance on the 15<sup>th</sup> day of each month via the New York State Comptroller's electronic payment system (SFS), or according to a schedule as billed by **the County** to the **Fourth District**.

3. LEASE RENEWAL: A copy of the **Lease Renewal** is attached hereto as **Exhibit A**.
4. UTILITIES: **The County** will establish an account with the local utility company for electrical service to the Premises. The **Fourth District** will reimburse **the County** 50% of the cost of electrical service on a quarterly basis, within 15 days of receiving a written statement of charges from **the County**.
5. CLEANING: **The County** will arrange for cleaning and janitorial services at the **Premises**. Pursuant to the Judiciary Law, the cost of such services for office space that is used exclusively for Court purposes is 100% reimbursable to **the County** through the **Fourth District's** capital facilities program. **The County** can obtain 100% reimbursement of these costs by including them in its quarterly recapitulations submitted to the **Fourth District** pursuant to Chapter 686 of the Laws of 1996.
6. PARKING: As depicted in Exhibit C1 of the **Lease Renewal**, **the County** is allotted two (2) specifically designated "garage-level" parking spaces in the underground parking garage, which is adjacent to 60 Railroad Place, as well as several tenant parking permits which authorize employees who work in the building to park in the surface parking lot, as shown in Exhibit C of the **Lease Renewal**. **The County** agrees to allocate one (1) "garage-level" spot and door opener to Judge Quinn and to provide two (2) tenant parking permits to Judge Quinn's staff so they can park in the surface lot.
7. COMPLIANCE WITH THE LEASE RENEWAL: The **Fourth District** agrees to comply with all regulatory provisions of the **Lease Renewal**, including Articles 6, 8, 9, 10, 11, 13 and 14.
8. INSURANCE: The parties understand that the **Fourth District** is part of New York State government. New York State is self-insured. A copy of the Statement of Self Retention is attached hereto as **Exhibit B**. This SUBLEASE shall be void and of no effect unless throughout the term of this SUBLEASE, the **Fourth District**, in compliance with the provisions of the Workers' Compensation Law, secures compensation for the benefit of and keeps insured during the life of this SUBLEASE such employees as are required to be insured according to law.
9. LIABILITY LIMITATIONS: The parties acknowledge that any contract or lease entered into by the **Fourth District** is subject to the clauses contained in the New York State Unified Court System's "Standard Clauses for all Contracts." Said clauses, a copy of which are attached hereto as **Exhibit C**, are expressly incorporated herein, made part of this agreement, and supersede any inconsistent provisions set forth in this SUBLEASE.
10. NOTICES: All notices, statements, bills, recapitulations and requests from **the County** which pertain to the **Fourth District's** obligations hereunder are to be mailed or delivered as follows:

Fourth Judicial District Administrative Office  
101 State Farm Place, Suite 100  
Malta, NY 12020

11. ASSIGNMENT OR SUBLEASE: The **Fourth District** shall not assign or sublet this SUBLEASE to a third party unless the prior written approval of **the County** is obtained to such assignment or sublease. **The County** may not arbitrarily or capriciously withhold its approval of such assignment or sublease.
12. RIGHT OF ENTRY: The **Fourth District** agrees that **the County** and **the County's** agents and other representatives shall have the right to enter into and upon the **Premises**, or any part thereof, at all reasonable hours upon reasonable notice and in an emergency, for the purpose of examining the

same, or making such repairs or alterations therein that **the County** may be required to make under the terms of the **Lease Renewal**, or as may be requested by the **Fourth District** and, if required under the **Lease Renewal**, approved by Railroad Place Partners, L.P.

13. NO WAIVER OF STRICT PERFORMANCE: The failure of **the County** to insist on strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Sublessor or Sublessee may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This SUBLEASE may not be changed, modified, discharged, or terminated orally.
14. ALTERATIONS OR MODIFICATIONS: This SUBLEASE may not be altered, modified, or renewed, except by an instrument in writing, duly acknowledged by **the County**.
15. SUBLEASE, PARTIES UPON WHOM BINDING: This SUBLEASE is binding upon **the County** and the **Fourth District** and their respective successors.

The parties have executed this SUBLEASE as of the day and year first written above.

**SUBLESSOR:**

**Approved:**

**COUNTY OF SARATOGA, NEW YORK**

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By: Name: Philip C. Barrett

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Saratoga County Attorney

Title: Chair, Saratoga County Board of Supervisors

Pursuant to Resolution 295 - 2023

**SUBLESSEE:**

**NEW YORK STATE UNIFIED COURT SYSTEM, FOURTH JUDICIAL DISTRICT**

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By: Name: Hon. Kris K. Singh

Title: Fourth Judicial District Administrative Judge

EXHIBIT A  
(Lease Renewal)



LEASE RENEWAL

AGREEMENT OF LEASE RENEWAL, made as of 6<sup>th</sup> day of December, 2023, between **RAILROAD PLACE PARTNERS, L.P.**, a New York Company with a principal place of business at 60 Railroad Place, Saratoga Springs, New York 12866, hereinafter called the "Landlord", and the **COUNTY OF SARATOGA**, A New York Municipality, having an address of 40 McMaster Street, Ballston Spa, NY 12020, hereinafter called the "Tenant".

WITNESSETH:

NOW, THEREFORE, the parties hereto, for themselves, their successors, and assigns, hereby covenant as follows:

ARTICLE 1: Agreement

The landlord hereby leases to, and the Tenant hereby leases from the Landlord the Premises (defined hereinafter) described herein according to the terms and conditions of this Lease.

ARTICLE 2: Premises

2.1 The premises consists of approximately 2,134 rentable square feet of space is known as Suite 100 (the "Premises") in building (the "Building") located at property commonly known as 60 Railroad Place, Saratoga Springs, New York 12866, which property is more particularly described in the attached Exhibit A.

2.2 At Tenant's option, Landlord will at its sole cost and expense provide Tenant with both common area interior and exterior signage at the Building. Such signage will be consistent with the existing Building signs in design, size, and placement. Landlord is permitted, from time to time, to change the design, size and placement of such signs as seen fit for aesthetic purposes.

ARTICLE 3: Term and Renewal

3.1 The Term of this Renewal shall commence on January 1, 2024 (the "Commencement Date") and expire on December 31, 2026 (the "Expiration Date").

3.2 Tenant is hereby granted the option to extend the term of this Lease for one (1) successive period of two (2) years, following the initial Renewal term, upon condition that at the date of exercise, with respect thereto, and at the date of commencement of such Renewal Term, there is no default by Tenant in the performance of any of its obligations under this Lease. The Renewal term shall be upon the same terms and conditions as provided in the Lease renewal for the Initial Term except that there shall be no privilege to extend the term of the lease for any period beyond the expiration of the Renewal Term. Tenant, if it elects to exercise its option to renew, shall do so by irrevocable written notice to Landlord, at least one hundred twenty (120) days prior to the

date of expiration of the Initial Term. Upon such exercise this Lease shall be deemed to be extended without the execution of any further lease or other instrument.

#### ARTICLE 4: Base Rent

4.1 The Tenant shall pay monthly rent ("Monthly Base Rent") to the Landlord throughout the Term of this Lease according to the following schedule:

January 1, 2024-December 31, 2026: \$22.49/SF; \$48,000/Year; \$4,000/Month

Monthly Base rent will be paid in advance on or before the first day of each calendar month. If the Commencement Date is on a day other than the first day of a calendar month or if the Lease Termination Date is a day other than the last day of a calendar month, then Monthly Base Rent will be appropriately prorated based on the actual number of calendar days in such month. Monthly Base Rent will be paid to Landlord, without written notice or demand, and without deduction or offset (other than deductions or offsets expressly permitted herein), in lawful money of the United States of America at Landlord's address, or to such other address as Landlord may from time to time designate in writing.

4.2 In the event Tenant exercises the option to extend the term of this Lease for an additional period of two (2) years, the Tenant shall pay monthly rent to the Landlord throughout the Renewal Term of this Lease according to the following schedule:

January 1, 2027-December 31, 2028: \$23.62/SF; \$50,400/Year; \$4,200/Month

4.3 Landlord acknowledges that Tenant requires Landlord to submit a duly executed County of Saratoga voucher every month in order for Tenant to process and effect the payment of rent to the Landlord. Landlord agrees to submit a duly executed County of Saratoga County voucher to Tenant on or by the first day of each month during the Term or any Renewal Term of this Lease.

#### ARTICLE 5: Operating Expenses and Utilities

5.1 Landlord represents and warrants that the Tenant's proportionate share is 4.12% and is calculated as follows: Tenant's rentable square footage, 2,134, divided by the total rentable square footage in the Building, 51,766.

5.2 As used in this Lease, the term "Operating Expenses" shall mean Landlord's reasonable cost of management. Operation and maintenance of the Premises, Building and land upon which the Building is located including the following:

(a) real and, if applicable, personal property taxes and assessments and any tax or assessments levied in lieu of, or in addition to, real property taxes.

(b) the cost of all utility services provided by the Landlord including natural gas, electricity, sewer, water, oil, or other fuel for the Common Areas (defined hereinafter).

(c) janitorial service, waste disposal and recycling costs.

(d) lawn and landscaping service and repairs and maintenance of landscaped areas.

(e) parking lot and sidewalk repairs and maintenance including snow and ice removal, patching, coating, sweeping, and striping.

(f) cleaning, repairs and maintenance of building exteriors and Common Areas of the Building.

(g) repairs and maintenance of all Building mechanical equipment and systems.

(h) repair and maintenance supplies.

(i) property insurance, including fire, casualty, and liability coverage.

(j) property management fee not to exceed 5% of Monthly Base Rent.

5.3 Common Area expenses shall not include:

(a) Expenses for which Landlord is or will be reimbursed by another source (excluding Tenant reimbursement for Common Areas operating costs), including but not limited to repair or replacement of any item covered by warranty

(b) costs incurred to benefit a specific tenant or items and services selectively supplied to any specific tenant

(c) expenses for the defense of the Landlords' title to the property

(d) charitable or political contributions

(e) costs to correct original or latent defects in the design, construction or equipment of the Premises or the Building.

(f) expenses paid directly to any tenant for any reason which Landlord is not obligated to reimburse (such as excessive utility use)

(g) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm, or other insured casualty or hazard;

(h) any expenses incurred as a result of the Landlords' violation of or failure to comply with any governmental regulations and rules or any court order, decree or judgment;

(i) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants;

(j) attorneys' fees, accounting fees and expenditures incurred in connection with tax negotiations, disputes and claims of other tenants and occupants of the Building or with other third parties except as specifically provided in the Lease

(k) cost of initial stock of tools and equipment for operation, repair, and maintenance of the Building

(l) depreciation and amortization of the Building or financing costs, including interest and principal amortization of debts

- (m) rental or ground leases or other underlying leases
- (n) any amounts expended by Landlord to comply with any environmental laws
- (o) costs of new construction and the cost of the initial improvements
- (p) costs of structural repairs to the Building
- (q) replacement of all, or a substantial portion of any of the following:
  - (i) the parking lot
  - (ii) the parking lot lighting system
  - (iii) any utility system servicing the Common Areas
  - (iv) the sewer or drainage systems servicing the Common Areas
- (r) the cost of complying with any law or code existing as of the date of this Lease
- (s) any capital repair or capital improvement
- (t) any repair to any roof (or roof component such as gutters and downspouts) or to any structural component or exterior walls of the building
- (u) the costs for Landlord's office, administrative or overhead expenses, or
- (w) any wages or any employee of Landlord or its affiliate to the extent in excess of such cost if competitively bid (and only to the extent such personnel performed on site maintenance services)

5.4 (a) Landlord shall provide electricity for Tenants' normal electric needs at the Demised Premises and the Landlord represents that the Demised Premises is serviced by a separate electrical meter. Tenant shall pay for all electricity used by it directly to the utility company. The Tenant covenants and agrees that its use of electric current shall not at any time exceed the capacity of existing feeders to the Building or the risers or wiring installation, and the Tenant may not use any electrical equipment which, in Landlord's opinion, reasonably exercised, will overload such installations or interfere with the uses thereof by other tenants of the Building. The use by Tenant of electric service shall in no way make the Landlord liable or responsible to the Tenant for any loss, damages, or expenses which the Tenant may sustain.

(b) Landlord shall furnish hot and cold water for ordinary cleaning, toilet, lavatory and drinking purposes in accordance with standards from time to time prevailing for similar office buildings in the area in which the Building is located. Tenant shall pay all costs necessary to provide hot and cold water in excess of that sufficient for the foregoing purposes.

(c) Landlord shall furnish electrical current in the amount that is suitable for the intended use of the Premises, which includes office equipment typical in an office (e.g., computers, telephones, computer server rack, telephone system, etc.) In the event Tenant requires any extraordinary utility services, including, without limitation, electricity for computer facilities over and above normal usage for a business office, Landlord shall furnish at Tenant's expense,

sub-meters for such extraordinary services and Tenant shall pay the entire cost thereof directly to the utility company.

(d) Tenant shall be responsible for provision of cleaning and janitorial services to the Premises by engaging a cleaning service approved by Landlord, such approval not to unreasonably withheld or denied.

(e) Landlord shall not be liable for the interruption, curtailment, stoppage or suspension of services and utilities to be furnished by Landlord by reason of accident or emergency or suspension of utility services or when necessary for repairs, alterations, replacements, or improvements desirable or when necessary, in the reasonable judgment of Landlord or for any cause beyond the control of Landlord. In the event of any such interruption, curtailment, stoppage or suspension, there shall be no diminution or abatement of Monthly Base Rent or other charges due from Tenant to Landlord hereunder, Tenant's obligations hereunder shall not be affected or reduced, and landlord shall have no responsibility or liability for any such interruption, curtailment, stoppage or suspension; provided, however, that if due to any such loss of utilities or services not caused by Tenant or its officers, employees, agents representatives or invitees, or by workers employed by or at the request of the tenant, the Premises cannot be occupied for the purposes specified in Article 6 for a period in excess of 24 hours in any one instance, Tenant may abate Monthly Base Rent based upon the period for which the Premises could not be occupied. Landlord shall exercise reasonable diligence to restore any services or utilities so interrupted, curtailed, stopped, or suspended.

#### ARTICLE 6: Use of Premises

6.1 Landlord acknowledges that Tenant has a statutory obligation pursuant to County Law §218 to provide suitable chambers for resident judges of the Supreme Court of the State of New York residing in Saratoga County at Tenant's expense. Landlord further acknowledges that Tenant itself will not be occupying and using the leased Premises, but rather Tenant is renting the space for use as chambers by Supreme Court Justice Dianne N. Freestone, and will be subletting approximately one-half of the leased premises jointly to the New York State Unified Court System, Court of Claims, and the New York State Unified Court System, Fourth Judicial District for use as chambers by Judge Kathleen B. Hogan, who is both a Judge on the Court of Claims and Supervising Judge for the County Courts for the Fourth Judicial District.

6.2 The Tenant will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or interfere with any other tenant in the Building or the Landlord in its operation of the Building.

6.3 The Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, or which is in excess of that allowed by law. Landlord represents and warrants that the load per square foot designated for the Premises is 100 for live load and 75 for dead load.

#### ARTICLE 7: Assignment and Subletting

7.1 The Tenant shall not assign, mortgage, or encumber this Lease, nor sublease, nor permit the Premises or any part of the Premises to be used or occupied by others without the prior written consent of the Landlord which shall not be unreasonably withheld, conditioned, or delayed. Landlord acknowledges that the New York State Unified Court system, Fourth Judicial District, are pre-approved subtenants and no further approval is required by Tenant for these subtenants.

7.2 If the Landlord consents to a proposed assignment or sublease, then the Landlord will have the right to require the Tenant to pay to Landlord (a) any rent or other consideration paid to tenant by any proposed transferee that is in excess as the rent allocable to the transferred space then being paid by Tenant to the Landlord pursuant to this Lease; and (b) any other profit or gain (after deducting any necessary expenses incurred) realized by Tenant from any such sublease or assignment.

7.3 The Landlord consents to an assignment of this Lease or sublease of all or part of the Premises to a wholly-owned subsidiary of the Tenant or the parent of the Tenant or to any corporation into or with which the Tenant maybe merged or consolidated; provided that the Tenant promptly provides the Landlord with a fully executed copy of such assignment or sublease and that the Tenant is not released from liability under the Lease.

#### ARTICLE 8: Compliance with Laws and Insurance Requirements

8.1 At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Commencement Date and with the requirements of any board of fire underwriters or other similar body constituted now or after the date (collectively, "Compliance Requirements"), insofar as they relate to the Tenant's particular use or occupancy of the Premises.

Notwithstanding the foregoing, the Tenant shall not be required to perform or pay for work required to comply with the Compliance Requirements where such work: (a) is required as a result of the Landlords failure to comply with such Compliance Requirements, or (b) is not a result of Tenant's particular use or occupancy of the Premises, or (c) involves structural alterations at the Premises or Building, or (d) is otherwise the responsibility of the Landlord pursuant to the terms of this lease.

8.2 (a) Tenant will cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the Premises by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises to be contaminated by any hazardous materials in violation of any hazardous materials laws.

(b) For purposes of this Lease "hazardous materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, as defined by federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

8.3 Tenant will not do or permit to be done anything upon the Premises or the Building which would (a) jeopardize or be in conflict with fire insurance policies covering the Building and fixtures and property in the Building; (b) increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be for general office use of the Building; or (c) subject Landlord to any liability or responsibility for injury to any other person or persons or to property by reason of any business or operation being carried on upon the Premises.

#### ARTICLE 9: Tenant's Care of the Premises

Tenant will maintain the interior portions of Premises in their condition at the time they were delivered to Tenant, reasonable wear and tear excluded, and shall, at the Tenant's sole cost and expense, make all necessary repairs to such Portions of the Premises. All other maintenance, repairs, and if necessary, replacements of the Building of which the Premises forms a part, including, without limitation, maintenance, repairs, and replacements to the electrical, plumbing, and HVAC systems located therein, shall be the responsibility of the Landlord at its sole cost and expense, excepting only repairs including structural repairs necessitated by the negligence of the Tenant, its agents, employees, vendor, invites or business associates, which items shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense. Landlord shall replace any and all broken glass in and about the Building (except broken glass in the interior of the Premises, which will be replaced by the Tenant). Notwithstanding the foregoing, the Landlord hereby releases the Tenant, its agents, officers and employees, and any other person for whom the Tenant is legally responsible from any liability or claim that may be made by the Landlord against the Tenant under the provisions of this Lease with respect to such loss to the extent of the lesser of : (a) the amount, if any, by which such loss exceeds the amount of insurance the Tenant is required to maintain under the terms of this Lease or actually maintains, whichever is greater; and (b) the proceeds actually paid to the Landlord with respect to such loss under the policies of insurance maintained by the Landlord or which would have been paid if Landlord had maintained the insurance required under this Lease and had diligently processed any claims thereunder.

#### ARTICLE 10: Alterations

During the Term, Tenant will not make, or allow to be made any alterations, additions, or improvements to or of the Premises or any part of the Premises, or attach any fixtures or equipment to the Premises, except for those enumerated in Exhibit C, without first obtaining Landlords' written consent which will not be unreasonably withheld or delayed. All such alterations, additions, and improvements consented by the Landlord, will be made in a good and workmanlike manner, and will be performed by contractors approved by the Landlord and subject to conditions specified by the Landlord.

#### ARTICLE 11: Rules and Regulations

The Tenant, its employees, agents licensee, and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth in Exhibit B. Landlord may from time to time reasonably amend, delete, or modify existing rules and regulations, or

adopt reasonable new rules and regulations for the use, safety, cleanliness and care of the Premises, the Building, and the comfort, quiet, and convenience of occupants of the Building.

#### ARTICLE 12: Quiet Enjoyment

Landlord covenants and agrees that so long as Tenant pays rent and observes and performs all the terms and condition of this Lease, the Tenant and its subtenants may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease, and Tenant's possession will not be disturbed by the Landlord or anyone claiming by, through, or under the Landlord.

#### ARTICLE 13: Subordination and Non-Disturbance

13.1 This Lease and the Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust, or other lien encumbrance (each a "superior Lien"), together with any renewals, extensions, modifications, consolidations, and replacements of such superior lien, now or after the date placed, charged and enforced against the land or the Building. This provision will be self-operative, and no further instrument of subordination will be required in order to effect it. In the event a current or future mortgage holder requires a separate subordination agreement to be executed, the Tenant will, upon Landlord's request, execute same promptly provided that the terms of such subordination agreement are reasonably acceptable to Tenant.

13.2 Tenant will, upon request of any person or party succeeding to the interest of Landlord, automatically become the Tenant of and attorney to such successor in interest without change in the terms or provisions of this Lease.

13.3 As long as the Tenant is in compliance with the terms of this Lease and is not in default in the performance of its obligations under the Lease, the Tenant's use and possession of the Premises shall not be disturbed nor will the Lease be terminated by any person or party succeeding to the Landlords' interest.

#### ARTICLE 14: End of Term

At the need of this Lease, Tenant will act to ensure that its Subtenants promptly quit and surrender the Premises in broom clean in good order and condition, reasonable wear and tear and damage by the elements and casualty excepted. The Tenant will remove any remaining trade fixtures, equipment, and furniture of its Subtenants and will fully repair any damage occasioned by the removal of any trade fixtures, equipment, or furniture. All trade fixtures, equipment or furniture, inventory, and effects, on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including, but not limited to the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.



## ARTICLE 15: Landlord's Services

15.1 The Landlord will repair and maintain, at Landlord's cost, the Common Areas (as such term is defined in Article 17 below) of the Building, including, but not limited to, lobbies, corridors, elevator cabs, stairwells and restrooms, the exterior of the windows in the Building, the mechanical, plumbing and electrical equipment serving the Building, and the sidewalks, parking lots, landscaping, grounds and structure of the Building in reasonably good order and condition. Landlord shall keep sidewalks and parking lots free from rubbish, ice, and snow. Landlord's repair and maintenance of the Common Areas shall be consistent with similar buildings in the Saratoga Springs, New York area.

15.2 Landlord shall wash the windows of the Premises at intervals reasonably established by Landlord but at least one (1) time per calendar year.

15.3 Landlord shall replace all lamps, bulbs, starters, and ballasts in Building standard lighting as required from time to time as a result of normal usage. Lighting replacement shall be done during business hours.

15.4 Landlord shall provide automatic elevator service twenty-four (24) hours per day, seven (7) days per week, except in the event of an emergency or during scheduled maintenance of the same, of which Tenant shall be notified in advance.

15.5 The Landlord will furnish the Premises with those services customarily provided in comparable office buildings in the vicinity of the Building, including (1) Heating, ventilation and air conditioning between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. through 1:00 p.m. on Saturday of each week except on legal holidays utilizing an overall system that will be capable of maintaining (in areas of the Premises), during the cooling season, inside space conditions of 70° to 72° and during the heating season, 68° to 70°F; (2) hot and cold water in the Premises and Common Areas for lavatory and drinking purposes and (3) sewer services. Landlord may provide but will not be obligated to provide, any such services on holidays and Sundays.

15.6 The term "business hours" means 7:00 a.m. to 6:00 p.m. on Monday through Thursday except the holidays (as that term is defined below), and 7:00 a.m. to 5:00 p.m. Friday's, except holidays. The term "Holiday" is defined as United States Bank Holiday's as published each year by the United States Federal reserve. Landlord will issue to Tenant, at no initial cost to Tenant, key fobs to each individual working in the premises on a fulltime basis for access to the Building outside of business hours as defined above. Landlord is not responsible for lost and/or stolen fob keys and will replace lost and/or stolen key fobs for a charge of \$10.00 per key fob.

15.7 The Landlord's services herein to be provided contemplate the uses customary and usual in the conduct of a general business office operation. Specialized or extraordinary requirements exceeding such normal services are not included.

## ARTICLE 16: Common Areas

As used in this Lease, the term "Common Areas" means, without limitations, the lobbies, corridors, elevator cabs, hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, and all other areas and facilities in the Building or land that are provided and designated from time to time by the Landlord for the general nonexclusive use and convenience of Tenant with Landlord and other tenants of the Building or land and their respective employees, invitees, licensees, or other visitors. The Landlord grants the Tenant, its Subtenants, employees, invitees, licensees, and other visitors nonexclusive license for the Term to use the Common Areas in common with others entitled to use the Common Areas, subject to the terms and conditions of this Lease. Without advance written notice to the Tenant, and without any liability to Tenant in any respect, provided Landlord will take no action permitted under this Article 17 in such a manner as to materially impair or adversely affect Tenant's benefit, use and enjoyment of the Premises, Landlord will have a right to:

- (a) Temporarily close any of the Common Areas for maintenance, alteration, or improvement purposes; and
- (b) Change the size, use, shape, or nature of any such Common Areas.

#### ARTICLE 17: Parking

17.1 Tenant will be entitled to use its proportionate share of the parking spaces around the Building or in the land in common with the other tenants during the Term subject to the rules and regulations set forth on Exhibit B, and any amendments or additions to them. The parking spaces set forth in Exhibit C will be made available on a first-Come first-serve basis and will be unassigned, non-reserved, and non-designated, except for those spaces which have been designated exclusively as "Visitor Parking", "Handicap Parking". The parking spaces set forth in Exhibit C1 will be assigned, reserved, and designated for the exclusive use of the Tenant, and in particular Judges Dianne Freestone and Kathleen Hogan. Tenant's said parking spaces set forth in Exhibit C1 are labeled as parking spaces 5 and 17. The Tenant uses the parking spaces at its own risk, and the Landlord will not be liable for loss or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the parking areas.

17.2 Landlord will issue to Tenant, for use by its Subtenants and at no initial expense to Tenant, parking permits for those employees working in the Building on a full-time basis and two (2) overhead door openers. The parking permits shall be made visible from the rear view mirror of each vehicle. Tenant and Subtenant vehicles parking in the spaces labeled "Permit Parking Only" as shown on Exhibit C and described above must have a parking permit visible at all times the vehicle is parked in the lot and must park vehicle head-in. Tenant is aware that the parking lots are patrolled regularly 24/7 and non-compliant vehicles are towed at the owner's expense. Tenant is to instruct visitors, customers, and clients as well as vendors (collectively "Visitors") of the parking rules and regulations. In the event that no "Visitors" spaces are available, Tenant may issue to its Visitors a temporary day pass which permits such vehicle to park in the permitted areas on Exhibit C (a "Temporary Day Pass"). A Temporary Day Pass must indicate the Tenant's name and the date and be displayed from the vehicles rearview mirror. The Temporary Day Pass is only valid for the date written. Vehicles displaying an expired Day Pass are subject to being towed. The overhead door opener is made available by Landlord for Tenant's

use to access the parking spaces as shown in Exhibit C1 and described above. Landlord is not responsible for lost or stolen parking permits and/or overhead door openers. Parking permits and/or overhead door openers lost or stolen will be replaced by Landlord at a cost to Tenant of \$50.00 per parking permit and \$150.00 per overhead door opener. Landlord reserves the right to deny Tenant's request for re-issuance of parking permits and/or overhead door openers if Landlord deems Tenant to not be acting in good faith in such request; such right not be unreasonably enacted by Landlord. Tenant will advise its Subtenants that said Subtenant shall be subject to the provisions of this Paragraph and shall have the rights and obligations enumerated for Tenant herein.

#### ARTICLE 18: Entry by Landlord

Landlord, its agents, employees, and contractors may enter the Premises: (1) at any time in response to an emergency; or (2) with reasonable notice (but in no event less than twenty-four (24) hours' notice) otherwise to:

- (a) Inspect the Premises;
- (b) Exhibit the Premises to prospective purchasers, lenders, or tenants (if within the last six (6) months of the Term);
- (c) Determine whether the Tenant is complying with all its obligations under this Lease;
- (d) Supply cleaning service and any other service to be provided by Landlord to Tenant according to this Lease; or
- (e) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building.

Except in the case of emergency, Landlord shall provide seventy-two (72) hours' notice prior to a planned interruption in electrical, communication, water, or HVAC service.

Any permitted entrance and all such work pursuant to this Article will be done as promptly as reasonable possible so as to cause as little interference to Tenant as reasonably possible.

#### ARTICLE 19: Insurance

19.1 At all times during the Term, Landlord will carry and maintain:

- (a) Fire and extended coverage insurance covering the Building, its equipment, Common Area furnishings, and leasehold improvements in the Premises;
- (b) Bodily injury and property damage insurance at full replacement cost; and
- (c) Such other insurance as Landlord reasonably determines from time to time.

These insurance coverages and amounts will be reasonably determined by Landlord, based on coverages carried by prudent owners of comparable buildings in the vicinity of the Building.

19.2 At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts specified below or such other amounts as Landlord may

from time-to-time reasonably request, with insurance companies and on forms satisfactory to Landlord:

- (a) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$1,000,000. All such insurance will be equivalent to coverage offered by a commercial general liability form, including without limitation personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Article 21 of this lease; and
- (b) Worker's Compensation Insurance satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State of New York, including employers' liability insurance in the limits required by the laws of the State of New York.

19.3 Certificate of insurance, naming the Landlord as additional insured, will be delivered to the Landlord prior to the Tenant's occupancy of the Premises. All commercial general liability or comparable policies maintained by Tenant will name Landlord as additional insured. All commercial general liability and property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that the Landlord may carry.

19.4 The Landlord (and its affiliates, property managers and mortgagees) and Tenant (and its affiliates) each waive any and all rights to recover against the other or against the officers, directors, shareholders, partners, employees, agents, customers, invitees, or business visitors of such other party, for any loss or damage to such waiving party and its property, the Premises, its contents, or other portions of the Building or Common Areas arising from any cause covered by any property insurance required to be carried by such party pursuant to this Article 20 or any other property insurance actually carried by such party to the extent of the limits of such party. The special form coverage insurance policies and worker's compensation insurance policies maintained by Landlord and Tenant as provided in this Lease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Landlord and Tenant, as applicable.

#### ARTICLE 20: Indemnification

Except for any injury or damage to persons or property on the Premises that is caused by or results from the negligence or deliberate act of Landlord or Tenant, its employees, or agents, and subject to the provisions of Paragraph 20.4, Tenant/Landlord will not hold each other, its employees, or agents liable for, and Tenant and Landlord will indemnify and hold harmless each other, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgment, and expenses (including without limitation reasonable attorney's fees) incurred in connection with or arising from:

- (a) The use or occupancy or manner of use or occupancy of the Premises by Tenant/Landlord or any person claiming under Tenant/Landlord;
- (b) Any activity, work, or thing done or permitted by Tenant/Landlord in or about the Premises, the Building, or on the land on which the Building is situated.

- (c) Any breach by Tenant/Landlord or its employees, agents, contractors, or invitees of this Lease; and
- (d) Any injury or damage to the person, property or business of Tenant/Landlord, its employees, agents' contractors, or invitees entering upon the premises under the express or implied invitation of Tenant/Landlord.

#### ARTICLE 21: Damage and Destruction

21.1 If the Premises or the Building are damaged by fire or other insured casualty, Landlord will give Tenant written notice of the time which will be needed to repair such damage, as determined by Landlord in its reasonable discretion, and the election (if any) which Landlord has made according to Article 21. Such notice will be given before the 30<sup>th</sup> day (the "notice date") after the fire or other insured casualty.

21.2 If the Premises or Building are damaged by fire or other insured casualty to an extent which may be repaired within 120 days after the notice date, as reasonably determined by Landlord, Landlord will promptly begin to repair the damage after the notice date and will diligently pursue the completion of such repair. In that event this Lease will continue in full force and effect except that Monthly Base Rent and Additional Rent will be abated on a pro rate basis from the date of the damage until the date of completion of such repairs (the "repair period") based on the proportion of the rentable area of the Premises Tenant is unable to use during the repair period.

21.3 If the Premises or Building are damaged by fire or other insured casualty to an extent that may not be repaired within 120 days after the notice date, as reasonably determined by Landlord, then (1) Landlord may cancel this Lease as of the date of such damage by written notice given to Tenant on or before the notice date, or (2) Tenant may cancel this Lease as of the date of such damage by written notice given to Landlord within 10 days after Landlord's delivery of a written notice that the repairs cannot be made within such 120 day period. If neither Landlord nor Tenant so elects to cancel this Lease, Landlord will diligently proceed to repair the Building and Premises and Monthly Base Rent and Additional Rent will be abated on a pro rate basis during the repair period based on the proportion of the rentable area of the Premises Tenant is unable to use during the repair period.

21.4 Notwithstanding the provisions of Subparagraphs 22.1, 22.2, and 22.3 above, if the Premises or the Building are damaged by uninsured casualty, or if the proceeds of insurance are insufficient to pay for the repair of any damage to the Premises or the Building, Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant on or before the notice date.

21.5 If any such damage by fire or other casualty is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees or invitees, there will be no abatement of monthly rent as otherwise provided for in this Article 21. Tenant will have no rights to terminate this lease on account of any damage to the Premises or the Building, except as set forth in this Lease.

#### ARTICLE 22: Eminent Domain

If all of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise) this Lease will terminate on a date (the "termination date") which is the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority. If 25 % or more of the rentable area of the Premises is so taken, Tenant will have the right to cancel this Lease by written notice to Landlord given within 20 days after the termination date. If less than 25% of the rentable area of the Premises is so taken, or if the Tenant does not cancel this Lease according to the preceding sentence, the Monthly Base Rent and Additional Rent will be abated in the proportion of the rentable area of the Premises so taken to the rentable area of the Premises immediately before such taking, and Tenant's share will be appropriately recalculated. If 25% or more of the Building is so taken, Landlord may cancel this Lease by written notice to Tenant given within 30 days after the termination date. In the event of any such taking, the entire award will be paid to Landlord and Tenant will have no right or claim to any part of such award; however, Tenant will have the right to assert a claim against the condemning authority in a separate action, so long as the Landlord's award is not otherwise reduced, for Tenant's moving expenses and leasehold improvements owned by Tenant.

#### ARTICLE 23: Default

23.1 The following events are referred to, collectively, as "events of default" or, individually as an "Event of Default":

(a) Tenant defaults in the due and punctual payment of rent, and such default continues for 10 days after written notice from Landlord; however, Tenant will not be entitled to more than 1 written notice for monetary defaults during any 12-month period, and if after such written notice any rent is not paid when due, an Event of Default will be considered to have occurred without further notice;

(b) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment is not discharged or disposed of within 30 days after its levy;

(c) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(d) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of the Tenant, and such proceeding is not dismissed, or such receivership or trusteeship vacated within 60 days after such institution or appointment;

(e) Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and such breach continues for a period of 30 days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such 30 day period, if Tenant fails to diligently commence to cure such breach within 30 days after written notice from Landlord and to complete such cure within a reasonable time thereafter.

23.2 If any one or more Events of Default set forth in Subparagraph 24.1 occur then Landlord has the right, at its election:

- (a) To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any after date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability;
- (b) Without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary without prejudice to any remedies for arrears of monthly rent or other amounts payable under this Lease; or
- (c) Without further demand or notice to cure any event of default and to charge Tenant for the cost of affecting such cure, including without limitation reasonable attorneys' fees.

23.3 In addition to Landlord's remedies pursuant to Subparagraph 24.3, Tenant shall pay to Landlord as current liquidated damages the Monthly Base Rent and any other amounts payable hereunder up to the time of termination.

23.4 The Tenant waives any right of redemption arising as a result of the Landlord's exercise of its remedies under this Article 24.

23.5 In the event of any default in the obligation of the Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have 30 days following receipt of such notice to cure default or, in the event the default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such default. A copy of such notice to Landlord will be sent to any holder of a mortgage or other encumbrance on the Building of which Tenant has been notified in writing, any such holder will also have the same time periods to cure such default.

#### ARTICLE 24: Landlord Representations, Warranties and Covenants

24.1 Landlord represents warrants and covenants that:

- (a) Landlord owns fee simple title to the Building, the Premises, and the land on which it sits;
- (b) Landlord has the full right, power, and authority to lease the Premises to Tenant as provided in this Lease without any need for obtaining any consents or approvals from any party, including, without limitation, any mortgagees or other entities;
- (c) This Lease and all documents to be executed pursuant hereto by Landlord are binding upon and enforceable against Landlord in accordance with their respective terms;
- (d) The transaction contemplated hereby will not result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Landlord or the Premises or the Building is subject or by which Landlord or the Premises or the Building is bound;
- (e) Landlord represents and warrants that the Premises and Building are zoned for Tenant's intended uses thereof; and

- (f) The Building and the Premises are currently in compliance with all applicable, laws, rules, statutes, codes, rules, regulations, and the like, including, without limitation, the Americans with Disabilities Act of 1990, as amended.

#### ARTICLE 25: Miscellaneous

25.1 The waiver by Landlord of any agreement, condition or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant or any agreements, condition, or provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

25.2 Tenant shall not permit any mechanic's or other lien or charge to be files against the Premises or the Building by reason of any act or omission of Tenant or anyone holding the Premises through or under Tenant. If any such mechanic's or other lien or charge shall at any time be filed against the Premises or Building, Tenant shall immediately cause the same to be discharged of record, in default of which Landlord may, on fifteen (15) days' prior written notice to Tenant, discharge the same, and all reasonable costs and expenses, including attorneys' fees, incurred by Landlord in procuring such discharge shall be payable by Tenant to Landlord as Additional Rent upon demand.

25.3 Tenant shall, upon thirty (30) days prior written request by Landlord, execute and deliver to Landlord a written declaration: (1) ratifying this Lease; (2) expressing the commencement and termination dates thereof; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (4) that all conditions under this Lease to be performed by Landlord have been satisfied; (5) that there are no defenses, offsets or counterclaims against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (6) the amount of advance rental, if any (or none if such is the case) paid by Tenant; (7) the date to which rental has been paid; and (8) the amount of security deposited with Landlord. Such declaration shall be executed and delivered by Tenant from time to time as may be requested by Landlord in writing. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon same.

25.4 Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term without the express consent of Landlord. If Tenant remains in possession of any or all part of the Premises after the expiration of the Term, without the express consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days prior written notice or the earliest date permitted by law. In such event, Monthly Base Rent will be increased to an amount equal to 150% of the monthly rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at times



specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

25.5 Any notice, request, demand, consent approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered, sent by facsimile with receipt acknowledged, sent by email with receipt acknowledged, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth in this Lease. Tenant notice address shall be 40 McMaster Street, Ballston Spa, New York 12020. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days prior written notice of such change to the other party in the manner prescribed in this Section 25.5.

25.6 If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

25.7 No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

25.8 The terms of this Lease are considered confidential and the Tenant shall not disclose any of the terms of this Lease to anyone except that: i) the Tenant shall make those disclosures in financial statements which are customarily made or such disclosures as Tenant may be required to make by perspective creditors of the Tenant, and ii) the Tenant shall be permitted to provide a copy of this Lease to any Subtenant of Tenant.

25.9 This Lease, the exhibits, and addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to tenant respecting the condition or the manner of operating the premises or the Building.

25.10 The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

25.11 Landlord and Tenant represent and warrant to each other that Gerard Wise of Roohan Realty is the only broker associated with this Lease and no payment is due by Landlord to any other broker, agent, or tenant representative.

25.12 Each party shall indemnify the other with respect to the claim of any other broker alleging to have acted on behalf of the indemnifying party.

Landlord and Tenant have executed this Lease as of the day and year first written above.

APPROVED AS TO  
FORM AND CONTENT:

COUNTY OF SARATOGA (Tenant)

By: *m.w. Stranger*  
County Attorney

By: *Theodore T. Kusnierz, Jr.*  
Theodore T. Kusnierz, Jr., Chair  
Board of Supervisors  
Pursuant to Resolution: 25-2023

Date: 12-6-23

Railroad Place Partners, L.P., (Landlord)

By: *Gerard H Wise*

Print Name: Gerard H. Wise

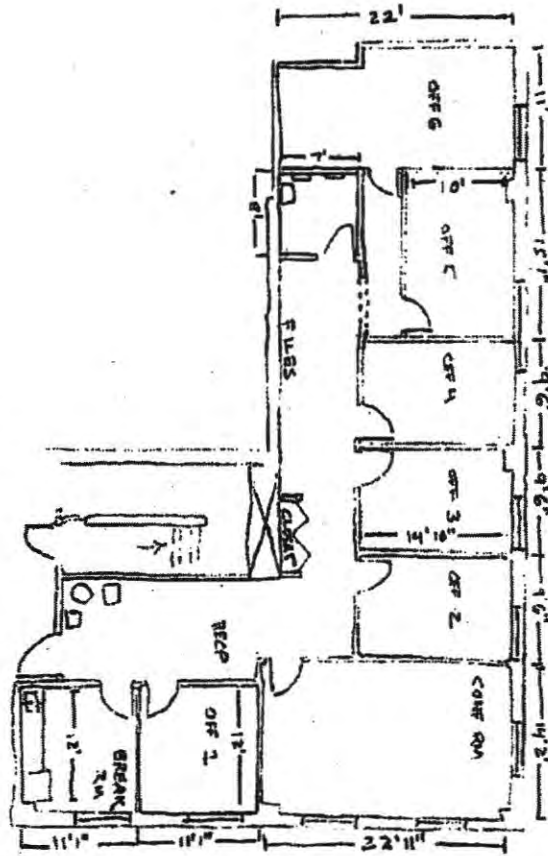
Federal I.D. # 14-1776316

Date 11/22/23

# EXHIBIT A

### EXHIBIT A PREMISES

FLOOR PLAN  
SITE  
47,200 SF



# EXHIBIT B

## EXHIBIT B RULES AND REGULATIONS

1. The rights of tenants in the entrances, corridors, elevators, and escalators of the Building are limited to ingress to and egress from the tenant's premises for the tenants and their employees, licensees, and invitees, and no tenant shall use, or permit the use of the entrances, corridors, escalators, or elevators for any other purpose. No tenant shall invite to the tenant's premises or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, elevators, and other facilities of the Building by other tenants. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by the tenants, their employees, licensees, or invitees. No tenant shall encumber or obstruct or permit the encumbrance or obstruction of any of the sidewalks, plazas, entrances, corridors, escalators, elevators, fire exits or stairways of the Building. The Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as, facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
2. The Landlord may refuse admission to the Building outside of ordinary business hours to any person not known to the watchman in charge or not having a pass issued by the Landlord or the tenant whose premises are to be entered or not otherwise properly identified, and may require all persons admitted to or leaving the Building at any time shall in the judgment of the Landlord, be prejudicial to the safety, character, reputation and interests of the Building or its tenants may be denied access to the Building or may be ejected therefrom. In case of invasion, riot, public excitement, or other commotion, the Landlord may prevent all access to the Building during the continuance of the same, by closing the doors or otherwise, for the safety of the tenants and protection of property in the Building. The Landlord may require any person leaving the Building with any package or other object to exhibit a pass from the tenant whose premises the package or object is being removed, but the establishment and enforcement of such requirement shall not impose against the removal of property from the premises of the tenant. The Landlord shall, in no way, be liable to any tenant for damages or loss arising from the admission, exclusion, or ejection of any person to or from the Tenant's premises or the Building under the provisions of this rule. Canvassing, soliciting, or peddling in the Building is prohibited and every tenant shall cooperate to prevent the same.
3. The cost of repairing any damage to the public portions of the Building or other public facilities or to any facilities in common with other tenants, caused by a tenant or the employees, licensees, or invitees of the tenant, shall be paid by such tenant.
4. No lettering, sign, advertisement, notice or object shall be displayed in or on the windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, except that the name of the tenant may be displayed on the entrance door of the tent's premises, and in the elevator lobbies of the floors which are occupied entirely by any tenant, subject to the approval of the Landlord as to the size, color, and style of such display which approval

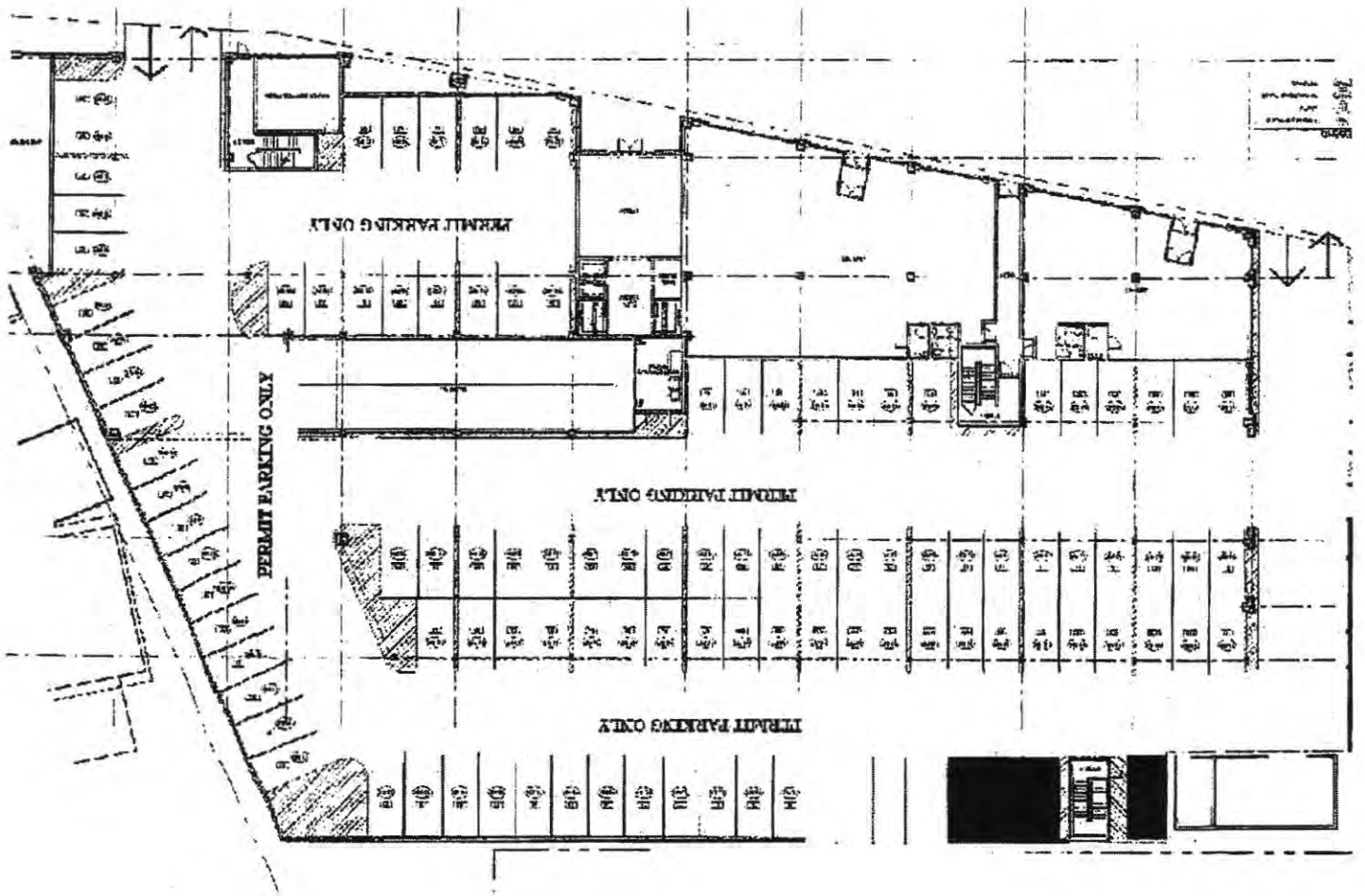
shall not be unreasonably withheld, delayed, or conditioned. The inscription of the name of the tenant on the door of the tenant's premises shall be done by the tenant at the expense of the tenant. Listing the name of the tenant on the directory boards in the Building shall be done by the Landlord at Landlord's expense, any other listing shall be at the discretion of the Landlord.

5. No awning or other projections over or around the windows shall be installed by any tenant, and only such window blinds as are reasonably permitted by the Landlord shall be used in a tenant's premises. Any floor covering shall be laid in a tenant's premises only in a manner approved by the Landlord.
6. The Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept under a tenant's premises. If, in the judgment of the Landlord, it is necessary to distribute the concentrated weight of heavy objects, the work involved in such distribution shall be done at the expense of the tenant and in such manner as the Landlord shall determine. The moving of safes and other heavy objects shall take place only outside of ordinary business hours upon previous notice to the Landlord, and the persons employed to move the same in and out of the Building shall be reasonably acceptable to the Landlord, and, if so, required by law, shall hold a Master Rigger's license. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only in the freight elevators and through the service entrances and corridors and only during hours and in a manner reasonably approved by the Landlord. Arrangements will be made by the Landlord with any tenant for moving large quantities of furniture and equipment into or out of the Building.
7. No machinery or mechanical equipment, other than ordinary portable business machines, may be installed or operated in any tenants premises without Landlords poor written consent, and in no case (even where the same are of a type so excepted or as so consented to by the Landlord) shall any machines or mechanical equipment be so placed or operated as to disturb other tenants; but machines and mechanical equipment which may be permitted to be installed in a tenant's premises shall be so equipped, installed, and maintained by such tenant as to prevent any disturbing noise, vibration, or electrical or other interference from being transmitted from such premises to any other area of the Building.
8. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere with any of the Building services or the proper and economic heating, cleaning, or other servicing of the Building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air-conditioning, electrical or other equipment of any kind which, in the judgment of the Landlord, might cause any such impairment or interference. No dangerous, inflammable, combustible or explosive object or material shall be brought into the Building by any tenant or with the permission of any tenant.

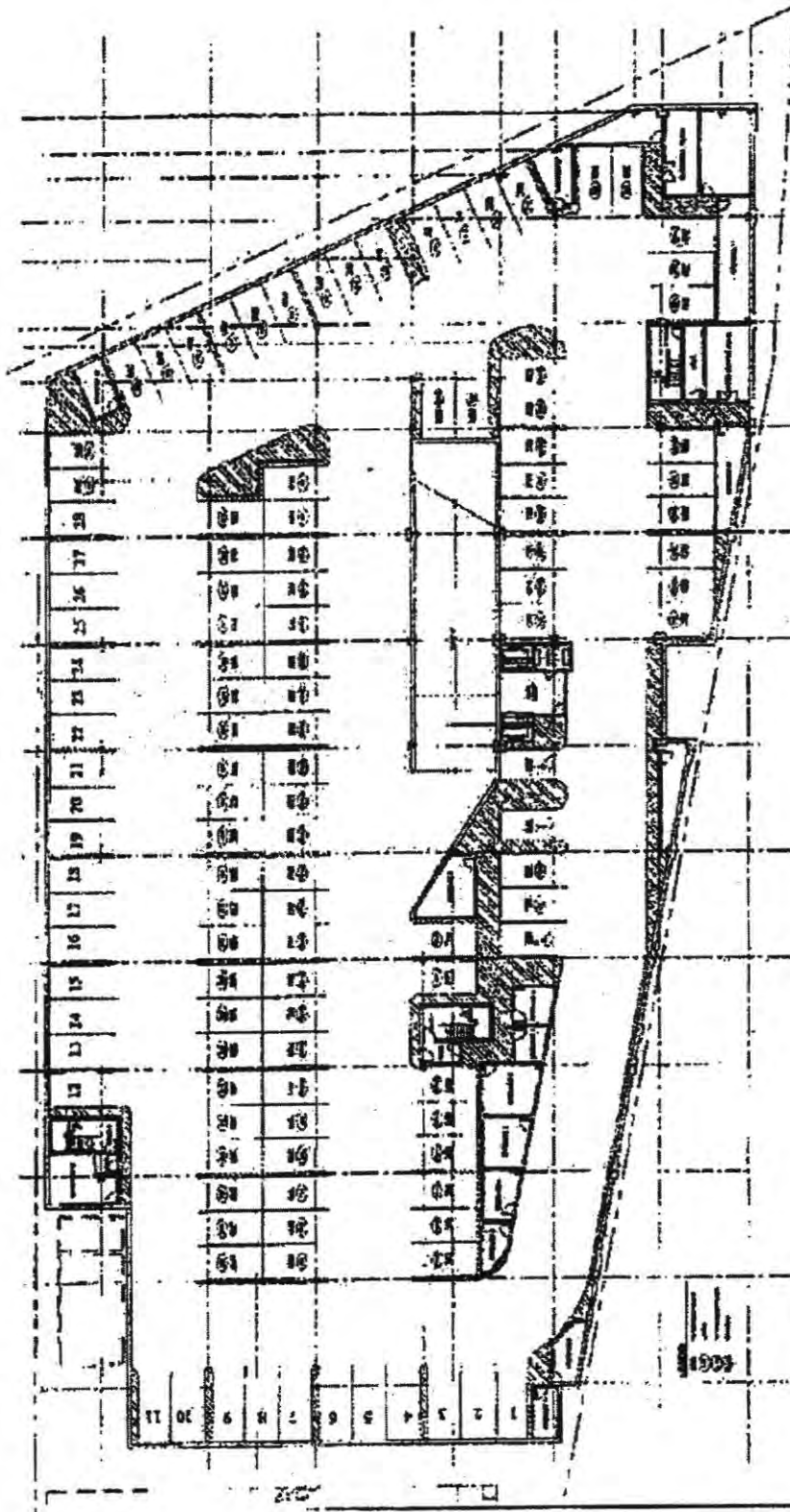
9. No acids, vapors, or other materials shall be discharged or permitted to be discharged into the water lines, vents or flues of the Building which may damage them. The water and wash costs and other plumbing fixtures in or serving any tenants' premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids, or other foreign substances shall be deposited therein.
10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows in any tenant's premises, and no lock on any door therein shall be changed or altered in any respect without the written approval of Landlord, not to be unreasonably withheld. Additional keys for a tenant's premises and toilet rooms shall be procured only from the Landlord, which may make a reasonable charge, therefore. Upon the termination of a tenant's lease, all keys of the tenant's premises and toilet room (if locked to public) shall be delivered to the Landlord.
11. All entrance doors in each tenant's premises shall be left closed. Entrance doors shall not be left open at any time.
12. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.
13. The entire Building including the Demised Premises, and all interior common areas are designated "smoke free" areas such that no smoking of any type will be allowed therein or thereon.
14. The Landlord reserves the right to rescind, alter, or waive any rule or regulation at any time prescribed for the Building when, in its reasonable judgement, it deems it necessary, desirable, or proper for its best interest and for the best interest of the tenants, and no alteration or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant. The Landlord shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of the rules and regulations at any time prescribed for the Building.
15. If in the case of any conflict between the terms of this Exhibit B and the Lease to which it is attached, the terms of the Lease shall control.



# EXHIBIT C



# EXHIBIT C1





# BOARD OF SUPERVISORS

11/21/2023

## RESOLUTION 295 - 2023

**Introduced by Buildings & Grounds: Supervisors M. Veitch, Barrett, Connolly, Edwards, Lant, Ostrander and Smith**

### **AUTHORIZING A LEASE WITH RAILROAD PLACE PARTNERS, L.P. FOR SUPREME COURT CHAMBERS**

**WHEREAS**, pursuant to County Law §218, this Board of Supervisors is required to provide suitable chambers for resident Saratoga County justices of the New York State Supreme Court; and

**WHEREAS**, the County of Saratoga lacks sufficient office space to accommodate the office space needs of all four Supreme Court Justices currently venued in Saratoga County, and it is therefore necessary to lease chambers for Supreme Court Justice Dianne N. Freestone; and

**WHEREAS**, the New York State Unified Court System is in need of chambers space for New York State Court of Claims Judge Kathleen Hogan, who also serves in the capacity of the Fourth Judicial District's Supervising Judge of the County Courts; and

**WHEREAS**, Railroad Place Partners, L.P. owns the Wise Building located at 60 Railroad Place in the City of Saratoga Springs, and has offered to lease 2,134 sq. ft. of office space known as Suite 100 for use by Judges Freestone and Hogan at a cost of \$4,000 per month/\$48,400 per year, with the County to be responsible for the payment of utilities and cleaning charges, for a term of three (3) years, commencing January 1, 2024, subject to renewal for an additional term of two (2) years at a cost of \$4,200 per month/\$50,400 per year, with the County to be responsible for the payment of utilities and cleaning charges; and

**WHEREAS**, the New York State Unified Court System has approved said available office space in the Wise Building for use by Judges Freestone and Hogan; and

**WHEREAS**, if requested by the NYS Unified Court System, the County will enter into the lease with Railroad Place Partners, L.P. for the entire 2,134 sq. ft. of office space, and sublet half of said space jointly to the NYS Unified Court System, Court of Claims, and the NYS Unified Court System, Fourth Judicial District, for use by Judge Hogan in the two positions in which she serves, at a sub-rental cost of half the monthly rent and utilities to be paid by the County for the entire space; and

**WHEREAS**, our Buildings and Grounds Committee and the Commissioner of Public Works have recommended the County honor the request of the NYS Unified Court System and

enter into a lease with Railroad Place Partners, L.P. for the lease of 2,134 sq. ft. of office space known as Suite 100 in the Wise Building, located at 60 Railroad Place, Saratoga Springs, at a cost of \$4,000 per month/\$44,400 per year plus utilities for a term of three (3) years commencing January 1, 2024 through December 31, 2026, subject to renewal for an additional term of two (2) years at a cost of \$4,200 per month/\$50,400 per year, commencing January 1, 2027 through December 31, 2028 with the County to be responsible for the payment of utilities and cleaning charges; now, therefore, it is

**RESOLVED**, that the Chair of the Board is hereby authorized to execute a lease agreement with Railroad Place Partners, L.P. of Saratoga Springs, New York, for the lease of 2,134 sq. ft. of office space known as Suite 100 in the Wise Building, located at 60 Railroad Place in the City of Saratoga Springs, at a cost of \$4,000 per month/\$44,400 per year plus utilities for a term of three (3) years commencing January 1, 2024 through December 31, 2026, subject to renewal for an additional term of two (2) years at a cost of \$4,200 per month/\$50,400 per year, commencing January 1, 2027 through December 31, 2028 with the County to be responsible for the payment of utilities and cleaning charges; and it is further

**RESOLVED**, that the form and content of such lease shall be subject to the approval of the County Attorney; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the Department Budget.

November 21, 2023 Regular Meeting

Motion to Adopt: Supervisor Grasso

Second: Supervisor: M. Veitch

AYES (199756.5): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Jean Raymond (1333), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Theodore Kusnierz (16202), Ian Murray (5808), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lant (17361)

NOES (0):

ABSENT (35752.5): Diana Edwards (819), Thomas Richardson (5163), Willard H. Peck (5242), Sandra Winney (2075), Tara N. Gaston (14245.5), John Lawler (8208)

EXHIBIT B

(Statement of Self Retention)



**OFFICE OF GENERAL SERVICES**  
**RISK, INSURANCE AND FLEET MANAGEMENT (RI&FM)**

**TO:** Whom it may Concern

**FROM:** Tomlynn Yacono  
Director, Risk, Insurance and Fleet Management

**SUBJECT:** *Statement of Self Retention*

The General Liability exposures of the State of New York as well as those of the State Agencies are self retained. Suits for bodily injury and property damage are brought in the NY State Court of Claims, which is supported by a multi-million dollar annual appropriation.

Employees are protected against suits under Public Officers Law Section 17 for actions or alleged actions that occur while they are acting within the scope of their employment.

If there are any questions or further information is needed, please do not hesitate to contact the OGS Risk, Insurance and Fleet Management office at (518) 474-4725.



EXHIBIT C

(New York State Unified Court System's Standard Clauses For All Contracts)

March, 2015

New York State Unified Court System  
Appendix A  
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements,

including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

**(a) IDENTIFICATION NUMBER(S).**

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.  
  
In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.