



Buildings & Grounds Committee

Tuesday, September 3, 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 August 6, 2024 meeting
- III. Authorizing an extension to the Lease with CPC Development I, LLC for a satellite office for the County Department of Motor Vehicles at the Clifton Park Center Mall – Craig Hayner, County Clerk
- IV. Authorizing an agreement with the Historic Hudson-Hoosic Rivers Partnership for the lease of space at the Champlain Canal Region Gateway Visitor Center – Steve Bulger, County Administrator
- 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 Warmt, 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 Motor Vehicles

DATE: 8/2/2024

COMMITTEE: Buildings & Grounds



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

County Attorney's Office
Consulted Yes

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorizing the extension term of the lease with CPC Development I, LLC for the lease of space for a satellite office for the county DMV in Clifton Park Center Mall.

3. Specific Details on what the resolution will authorize:

Executing the first five year extension term with CPC Development I, LLC per Resolution 219-2018 for the lease of 4,868 sq ft DMV at Clifton Park Center Mall.
CPC Development I, LLC has agreed to \$16.57 per sq ft for first year of term and \$19.07 per sq ft for remaining four years of term.

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
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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 A. 19.191 - 8621
- b. Budget year impacted 2025, 2026, 2027, 2028, 2029
- c. Details
 - 4,868 sq ft
 - 8/5/24 - 8/5/25 \$16.57 per sq ft = \$80,662.76
 - 8/5/25 - 8/5/26 \$19.07 per sq ft = \$92,832.76
 - 8/5/26 - 8/5/27 \$19.07 per sq ft = \$92,832.76
 - 8/5/27 - 8/5/28 \$19.07 per sq ft = \$92,832.76
 - 8/5/28 - 8/5/29 \$19.07 per sq ft = \$92,832.76

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 _____

10. Remarks:

Introduced by Supervisors Peck, Barrett, Grattidge, Kusnierz, Ostrander, Raymond and Richardson

AUTHORIZING THE CHAIR TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM FOR THE CLEANING, MAINTENANCE AND IMPROVEMENT OF COURT FACILITIES

WHEREAS, Chapter 686 of the laws of 1996 requires the State of New York to contract with the County for the cleaning, maintenance, repair and improvement of Supreme and County Court facilities; and

WHEREAS, it is necessary to enter into a contract with the New York State Unified Court System for the supplying of cleaning services, maintenance, repairs and improvements to the Supreme and County Court facilities in Saratoga County by County personnel for the period April 1, 2018 through March 31, 2023; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized and directed to execute an agreement with the New York State Unified Court System for the provision of cleaning services, maintenance, repair and improvements of the Supreme and County Court facilities in Saratoga County by Saratoga County personnel, for the period April 1, 2018 through March 31, 2023; and, be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact. Expected revenue for 2018 is \$378,501.

RESOLUTION 219 - 2018 2024

Introduced by Supervisors Peck, Barrett, Grattidge, Kusnierz, Ostrander, Raymond and Richardson

AUTHORIZING THE ^{Extension Term} ~~AMENDMENT AND RENEWAL~~ OF THE LEASE WITH ^{CPC Development I, LLC} ~~CCM ASSOCIATES OF CLIFTON PARK, LLC~~ FOR THE LEASE OF SPACE FOR A SATELLITE OFFICE FOR THE COUNTY DEPARTMENT OF MOTOR VEHICLES ~~AND THE CONSTRUCTION OF TENANT IMPROVEMENTS AT CLIFTON PARK CENTER MALL .~~

WHEREAS, Resolution 163-02 authorized a lease agreement with ITW Mortgage Investments, Inc. for the lease of space at the Clifton Park Center Mall for a satellite office for the County's Department of Motor Vehicles for a term of five (5) years, subject to renewal for up to two additional terms of five (5) years each; plus, a renovation cost of \$250,000; and

WHEREAS, the County and ITW Mortgage Investments, Inc. exercised the first renewal of the lease for a term expiring on December 31, 2012; and

WHEREAS, CCM Associates of Clifton Park, LLC subsequently purchased Clifton Park Center Mall in 2011; and

WHEREAS, CCM Associates of Clifton Park, LLC ("CCM Associates") exercised the second renewal of the lease for a term expiring on December 31, 2017; and

WHEREAS, the County's Department of Motor Vehicles has been on a month to month lease with CCM Associates since January 1, 2018, at the same rental rate of \$14.07 sq.ft. as the previous five-year renewal term, while the County Clerk and CCM Associates have negotiated the expansion of DMV's leased space into an adjoining unoccupied space at the Mall; and

WHEREAS, the DMV office at Clifton Park Center Mall is the busiest of the three (3) DMV offices in the County, and additional space is needed to accommodate increased customer traffic and the processing of transactions at this site; and

WHEREAS, the County Clerk desires to expand DMV's office space at the Mall by an additional 1,375 sq.ft., increasing DMV's total leased space at the Mall to 4,868 sq.ft.; and

WHEREAS, CCM Associates has retained Bast Hatfield Construction, LLC to perform the necessary renovations to DMV's current space and the adjoining 1,375 sq.ft. space at a cost of \$384,763 for construction only, which costs the County shall be responsible for paying to CCM Associates; and

WHEREAS, additional related costs for architectural design, permits, etc. in an amount not to exceed \$28,873 are to be reimbursed by the County to CCM Associates, bringing total renovation costs to be paid by the

County to CMM Associates to an amount not exceed \$413,636, which CCM Associates has requested be paid in four (4) installments; and

WHEREAS, CCM Associates is agreeable to temporarily extending the County's lease for its current space at the rate of \$14.07 sq. ft. until the planned renovations are completed and a certificate of occupancy is issued for the additional 1,375 sq.ft. of space to be leased; and

WHEREAS, CCM Associates proposes to enter into an amended lease with the County for the lease of 4,868 sq.ft. of space at Clifton Park Center Mall, at a cost of \$16.57 sq.ft. for a term of five (5) years commencing when a certificate of occupancy is issued for the renovated and expanded space, estimated to be on or about April 1, 2019, subject to renewal for up to two (2) additional terms of five (5) years each at a cost of \$19.07 sq.ft for the first five (5) renewal term and at a cost of \$21.57 sq.ft. for the second five (5) year renewal term; and

WHEREAS, our Buildings and Grounds Committee and the County Clerk have recommended that the County enter into a temporary lease extension with CCM Associates, and accept the proposal of CCM Associates for the lease of 4,868 sq.ft. of space at Clifton Park Center Mall for a term of five (5) years, subject to renewal for up to two (2) additional terms of five (5) years each, and the payment of renovation costs to CCM Associates in the amount of \$413,636; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to enter into a temporary extension of the County's lease with CCM Associates of Clifton Park, LLC for the lease of 3,493 sq.ft. of space at Clifton Park Center Mall for the County's Department of Motor Vehicles, at a cost of \$14.07 sq.ft. for a term ending upon the issuance of a certificate of occupancy for the additional 1,375 sq.ft. of adjoining space; and

RESOLVED, that the Chair of the Board is further authorized to enter into a lease amendment and renewal agreement with CCM Associates of Clifton Park, LLC for the lease of 4,868 sq.ft. of space at Clifton Park Center Mall at a cost of \$16.57 sq.ft. for a term of five (5) years commencing when a certificate of occupancy is issued for the adjoining 1,375 sq.ft. of office space, subject to renewal for up to two (2) additional terms of five (5) years each at a cost of \$19.07 sq.ft for the first five (5) renewal term and at a cost of \$21.57 sq.ft. for the second five (5) year renewal term, plus payment of renovation and tenant improvement costs in an amount not to exceed \$413,636 payable in four installments; and be it further

RESOLVED, that the form and content of such lease agreements shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact. Funds for the capital improvements were included in the 2018 Adopted Budget.

RESOLUTION 220 - 2018

Introduced by Supervisors Peck, Allen, Lawler, Ostrander, Pemrick, Szczepaniak and Tollisen

PROCLAIMING OCTOBER 2018 AS "DOMESTIC VIOLENCE AWARENESS MONTH" IN SARATOGA COUNTY

WHEREAS, the horror of domestic violence continues to plague our society; and

WHEREAS, acts of domestic violence occur in Saratoga County; and

WHEREAS, our Sheriff's Office, District Attorney's Office and our Department of Social Services, in conjunction with many other local agencies work hard to prevent domestic violence and provide hope and healing to its victims; and

WHEREAS, domestic violence causes emotional damage, physical harm and, sometimes, death to its victims; and

WHEREAS, heightened public awareness is an effective tool against this serious problem; now, therefore, be it

RESOLVED, that the Saratoga County Board of Supervisors, and Edward D. Kinowski, Chairman, hereby proclaim the month of October 2018 as "Domestic Violence Awareness Month" in Saratoga County and urge all of our citizens to support and participate in ongoing programs designed for the reduction and eventual elimination of domestic violence; and be it further

RESOLVED, that the Clerk to the Board of Supervisors forward a copy of this resolution to Wellspring, 480 Broadway, Saratoga Springs, New York 12866 and Mechanicville Domestic Violence Advocacy Program, 6 South Main Street, Mechanicville, New York 12118.

CPC Development I, LLC
CPC Development I, LLC

First extension term

4,868
\$16.57 First yr
\$19.07 remaining
four years.
Effective 8/5/2024

First year of \$19.07 sq.ft for remaining four years of term one more

in 2029



SARATOGA COUNTY ATTORNEY

**Saratoga County Municipal Center
40 McMaster Street
Ballston Spa, NY 12020**

STEPHEN M. DORSEY
County Attorney

HUGH G. BURKE
First Assistant

Telephone: (518) 884-4770
Fax: (518) 884-4720

Assistants

**MICHAEL J. HARTNETT
MICHELLE W. GRANGER
WILLIAM A. NOWAK
VIDA L. MCCARTHY-CERRITO**

November 2, 2018

Donald C. MacElroy
DCG Development Co.
800 Route 146, Suite 240
Clifton Park, New York 12065

Re: Second Amendment of Lease Between CCM Associates of Clifton Park, LLC
And County of Saratoga – DMV Lease

Dear Mr. MacElroy,

Enclosed for the files of CCM Associates of Clifton Park, LLC, please find two fully executed originals of the Second Amendment of Lease between CCM Associates of Clifton Park, LLC and the County of Saratoga for the County's renewal of its lease of office space for the County's Department of Motor Vehicles.

Thank you for your cooperation and courtesies in this matter.

Very truly yours,

Handwritten signature of Stephen M. Dorsey in black ink.
STEPHEN M. DORSEY

cc: Craig Hayner, Saratoga County Clerk (w/encl.)

SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE (this "Amendment") is made as of this 31st day of October 2018 by and between CCM Associates of Clifton Park, LLC, having an address of 800 Route 146, Suite 240 Clifton Park, New York 12065 (hereinafter called "**Landlord**") and the County of Saratoga, acting by and through its Saratoga County Department of Motor Vehicles, a municipal corporation duly organized under the laws of the State of New York, with a principal office for the place of business at Saratoga County Municipal Center, 40 McMaster Street, Ballston Spa, New York 12020 (hereinafter called "**Tenant**").

WITNESSETH

WHEREAS,

(a) Landlord and Tenant have heretofore entered into a Lease dated June _____, 2002, (the "Lease") pursuant to which Landlord leased to Tenant and Tenant did hire from Landlord certain premises designated as Space Number #1A as more particularly described in the Lease (the "**Premises**"), upon and subject to all of the terms, covenants and conditions as are more particularly described in the lease.

(b) The parties hereto desire to modify the Lease in certain respects to provide for, among other things, an extension of term **and a 1,375 sq. ft. expansion of the space leased.**

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

1. All capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. Effective on the first of the month following issuance of a certificate of occupancy for the expansion referenced below;

A. The Premises presently containing 3,493 sq. ft. will be expanded by the addition of 1,375 contiguous sq. ft. as shown on the plan attached as Exhibit "A" for a new total of 4,868 sq. ft.

B. The term will be extended for an additional five (5) years.

C. The rent schedule for the extended term is attached as Exhibit "B".

3. Landlord and Tenant agree to a temporary extension of Tenant's Lease which expired on December 31, 2017, for the lease of the existing 3,493 sq. ft. Premises at the

previous rental rate of \$14.07 sq. ft., for the term from January 1, 2018 through the date a certificate of occupancy is issued for the 1,375 sq. ft. expansion referenced hereinabove.

4. Article XXV, Section 25.1 of the First Amendment of Lease is hereby replaced in its entirety to read as follows:

Section 25.1 **Tenant's Extension Option**

A. Tenant shall have the right, at its option, to extend the Term up to two (2) additional consecutive period of five (5) years (each an "Extension Term").

B. Provided this Lease shall then be in full force and effect and Tenant shall not be in default hereunder, Tenant may exercise its option hereunder by giving Landlord written notice of such election at least two hundred and seventy (270) days prior to the Termination Date, time being of the essence with respect to the giving of such extension notice by Tenant. Provided Tenant gives such notice, the Term shall be automatically extended for the Extension Term without the execution of an extension agreement or renewal lease. **Tenant shall pay as Fixed Minimum Rent \$19.07 per square foot or \$92,832.76 per year, payable monthly for the Premises commencing with the beginning of the First year of the First Extension Term and \$21.57 per square foot or \$105,002.76 per year, payable monthly, for the Premises commencing with the first year of the second Extension Term.** Notwithstanding Tenant's exercise of its options under this Section, at Landlord's option the extension period shall not commence if Tenant shall be in default hereunder beyond any applicable notice and grace period as of the Termination Date, in which event the Term shall expire on the Expiration Date and the provisions of this Section shall be deemed null and void and of no further force and effect.

5. Compensation for the cost of Tenant Improvements in the amount of \$406,233 will be made to Landlord with an initial payment of \$128,000 due upon the start of construction and three-monthly payments of \$92,744.33 commencing in January 2019, with the final payment due 10 days following the issuance of a certificate of occupancy.

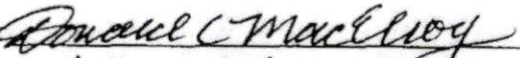
6. Except as modified by this Amendment, the Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

7. The covenants, agreements, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors (except as otherwise provided in the Lease as hereby supplemented), and their respective assigns.

8. This Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

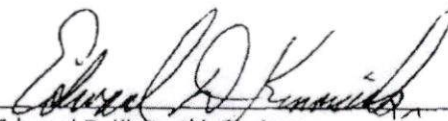
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

LANDLORD: CCM Associates of Clifton Park, LLC

By: 
Name: Authorized Representative
Donald C. MacEroy

TENANT:

County of Saratoga, acting by and through its
Saratoga County Department of Motor Vehicles

By: 
Edward D. Kinowski, Chairman
Saratoga County Board of Supervisors
Pursuant to Resolution 219-2018

APPROVED AS TO FORM AND CONTENT:


Saratoga County Attorney



Certificate of Occupancy

Town of Clifton Park

Saratoga County New York

This certifies that the premises located at
22 Clifton Country Rd

has been inspected and is
hereby approved for occupancy as

Interior Remodel & Site Improvements - DMV

Pursuant to Building Permit Number **63789**

Issued on the date of **12/18/2018**

CO Date 8/5/2019



Authorized Signature

From: SHAUNA SUTTON <psfinishline@aol.com>
Sent: Tuesday, July 30, 2024 12:21 PM
To: Shauna Sutton <SSutton@saratogacountyny.gov>
Subject: CP Lease

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Shauna. I spoke with the partners

They can keep the rent the same for the 1st year of the extensions but want to go up to the regular rent afterwards

Text message from 10/16/23
From Faraz Kahn

Sent from my iPhone



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 Warmt, 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: County Administrator

DATE: August 27, 2024

COMMITTEE: Buildings & Grounds



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

County Attorney's Office
Consulted

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an Agreement with the Historic Hudson-Hoosic Rivers Partnership for the lease of space at the Champlain Canal Region Gateway Visitor Center

3. Specific Details on what the resolution will authorize:

This agreement will institute a 5 year contract with a 5 year renewable option between the Historic Hudson-Hoosic Rivers Partnership and Saratoga County to allow the County to occupy and use certain areas of the Visitors Center building & property in Schuylerville as the central hub for 250th Anniversary activities and programs. The rent payments will be taken out of the existing \$250,000 debt obligation the Partnership owes to the County.

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
A-0440	Due from other Governments	\$2,000/month

Expense

Account Number	Account Name	Amount
A.14.000-7065	Lease Expense	\$2,000/month

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

Amount:

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

The budget will be amended to accept these funds and authorize the related expenses

- 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

Human Resources Consulted

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

a. Type of Solicitation

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

Other

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):
Historic Hudson-Hoosic Rivers Partnership
30 Ferry Street, Schuylerville, NY

e. Is the vendor/contractor an LLC, PLLC, or partnership: No

f. State of vendor/contractor organization: NY

g. Commencement date of contract term: September 20, 2024

h. Termination of contract date: September 20, 2029

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
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 _____

10. Remarks:

COOPERATIVE OCCUPANCY AND USE AGREEMENT

This Cooperative Occupancy and Use Agreement (“Agreement”), made as of _____, between the Historic Hudson-Hoosic Rivers Partnership, a New York state body corporate and public, established by N.Y. Env’tl. Conserv. Law § 42-0103, with a principal place of business at 30 Ferry Street, Schuylerville, NY 12871, hereinafter called the “Partnership”, and the County of Saratoga, a municipal corporation duly organized and existing under the laws of the State of New York, with its principal office at 40 McMaster Street, Ballston Spa, New York 12020, hereinafter called the “County”.

WHEREAS, the County wishes to establish a regional tourism destination to serve as the gateway for the 250th anniversary campaign known as “America’s Turning Point: Battles of Saratoga,” (the “250th”), and

WHEREAS, the Partnership owns the Champlain Canal Region Gateway Visitor Center (“Gateway Visitor Center”), a centrally located tourism destination that is easily accessible to a variety of County historical sites and is itself located on a site with historical importance, consisting of a building (“Building”), parking, landscaped outdoor areas and undeveloped open space areas, and

WHEREAS, the County wishes to occupy the lower unfinished floor of the Building to build-out an exhibit space to commemorate the 250th, the County wishes to use space on the top floor of the Building to install exhibits relating to the 250th, and the County wishes to use the outdoor area of the Gateway Visitor Center for exhibits and events associated with the 250th, and

WHEREAS, the Partnership is a regional economic development organization established under New York State Law with the purpose to bring together local municipalities and organizations and resources to promote regional tourism destinations and opportunities, and

WHEREAS, the County has been a long-time supporter of the construction and use of the Gateway Visitor Center, including a currently outstanding, non-interest loan of \$250,000, and

WHEREAS, the Partnership wishes to cooperate with the County to achieve the mutual goal of improving and enhancing regional and local tourism and economic development;

NOW THEREFORE, through this Agreement, the Partnership and the County intend to achieve their mutual and complimentary goals by combining their resources to finish and make improvements to the Gateway Visitor Center and to cooperate in the operation of the Gateway Visitor Center, and HEREBY AGREE AS FOLLOWS:

ARTICLE 1: Rights of Occupancy and Use

1.1 The Partnership hereby grants to, and the County hereby accepts from the Partnership, the rights of occupancy and use herein according to the terms and conditions of this Agreement.

ARTICLE 2: Occupancy

2.1 The area of the Building to which the County is granted the right to occupy shall consist of the portion of the ground floor which is more particularly shown and described in the attached Exhibit A. All such area shall be referred to as the Occupancy Area.

2.2 The County will use the Occupancy Area to open to the public and show exhibits and displays in connection with the 250th. The County may also use the Occupancy Area as an office for the preparation and management of the 250th. During the Term and Renewal Term, the County may make alterations, additions, or improvements to any part of the Occupancy Area or to attach fixtures or equipment to the Occupancy Area for the intended use. The County is permitted, at the County's sole discretion, to install historical and informational exhibits in the Occupancy Area; such installations may be temporary or permanent as determined by the County.

2.3 All such alterations, additions, and improvements will be made in accordance with the requirements of Article 7 of this Agreement.

ARTICLE 3: Additional Use Areas

In addition to the Occupancy Area, the County is hereby granted the right to use other portions of the Gateway Visitor Center.

3.1 The County may install exhibits and displays on the level above the Occupancy Area, which is more particularly shown and described in the attached Exhibit B ("Upper Level"). The number, size and location of such exhibits and displays shall not exceed 30% of the available space on the Upper Level. The Partnership and the County shall coordinate the location and installation of such exhibits and displays with other exhibits. The County may also construct and install a staircase to connect the Occupancy Area with the Upper Level, the design of which shall be subject to approval by the Partnership for consistency with the overall interior design of the Building and the use of the Upper Level, such approval not to be unreasonably withheld.

3.2 The County may use the outdoor areas of the Gateway Visitor Center for events related to the 250th. Any such events shall be planned and scheduled in cooperation with and approval of the Partnership. The Partnership may disapprove of such events if the Partnership determines that the event is inappropriate or there is insufficient capacity on site, such disallowance not to be unreasonably withheld.

3.3 The Upper Level and the outdoor areas will together be referred to as the "Additional Use Areas."

ARTICLE 4: Common Use

4.1 The Upper Level, Occupancy Area and outdoor areas of the Gateway Visitor Center will be deemed areas of common use ("Common Use Areas") between the Partnership and the County for the purpose of allowing visitors access to the exhibits and displays and to attend events. Toward

that purpose, the Partnership and the County grant to each other, their employees, invitees, licensees, and other visitors nonexclusive license to use the Common Use Areas subject to the terms and conditions of this Agreement.

4.2 The Partnership and the County will coordinate how and when Common Use Areas will be open to the public. Should a staircase be constructed that connects the Occupancy Area with the Upper Level, the Partnership and the County shall coordinate the operations of the Occupancy Area and the Upper Level to enable visitors access to the exhibits and displays.

4.3 The Partnership and the County will meet quarterly to review both their individual operations and coordinated operations to determine if modifications or changes are advisable or necessary. Such quarterly meetings will be scheduled for a date, time and location convenient for both parties. Notwithstanding the above, failure to meet on a quarterly basis shall not constitute a default under the provisions of this Agreement.

4.4 The Partnership and the County will jointly examine and review the undeveloped outdoor open space of the Gateway Visitor Center for the possibility and or necessity of making improvements. If improvements are approved, all plans and implementation will be jointly prepared by the Partnership and the County.

4.5 Provided that the Partnership will take no action permitted under this Agreement to materially impair or adversely affect the County's benefit, use and enjoyment of the Occupancy Area, the Partnership will have a right to temporarily close any portion of the Additional Use Areas for maintenance, alteration, or improvement purposes, subject to notice and approval by the County, such approval not to be unreasonably delayed or withheld.

4.6 The County and Partnership will each conduct its business and control its employees, agents, and invitees in such a manner as not to create any undue nuisance or interfere with each other and with the operations of the Gateway Visitor Center.

ARTICLE 5: Parking

5.1 County will be entitled to use any and all available parking spaces. The parking spaces are on a first-come, first-served basis and will be unassigned, non-reserved, and non-designated, except for those spaces which have been designated exclusively as "Handicap Parking." County uses the parking spaces at its own risk, and the Partnership 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.

5.2 If it is determined that the demand for parking has increased beyond current parking capacity, the County may build additional parking facilities subject to plan approval by the Partnership. Upon approval of such plans, the County may enter upon the site to construct additional parking. Any such improvements shall be made in accordance with the requirements of Article 7 of this Agreement.

ARTICLE 6: Partnership's Delivery of Occupancy Area and Additional Use Areas

6.1 Partnership shall deliver the Occupancy Area to the County vacant and in "as-is" condition, subject to reasonable wear and tear. The Partnership will not perform any initial work to prepare the Occupancy Area; nor will the Partnership have any obligation to obtain a certificate of occupancy or perform any construction, build-out or work. The County acknowledges, represents, and warrants that the County has inspected the Occupancy Area and any Additional Use Areas and is fully satisfied with the "as-is" condition of same.

ARTICLE 7: Construction, Build-Out and Work

7.1 Notwithstanding anything to the contrary in this Agreement, the County shall not begin construction, build-out or work in the Occupancy Area and/or Additional Use Areas unless the County has delivered to the Partnership: (a) complete plans and specifications, approved by both the Partnership and, if required by law, approved by the local municipality; (b) a copy of the County's building permit, if required by law; (c) all insurance documents; (d) lien waivers from all contractors; and (f) copies of County's construction contract(s). Upon completion of the construction, build-out or work, the County will provide to the Partnership certificates of completion and occupancy.

7.2 The County may not perform any construction, build-out or work without the Partnership's prior consent. Provided neither party has defaulted under Section 22 of this Agreement, Partnership shall not unreasonably withhold consent to reasonable construction, build-out or work to the Occupancy Area and Additional Use Areas. The County shall give the Partnership at least ten (10) business days prior notice of proposed construction, build-out or work. Should a violation of this Article 7 occur, the Partnership may demand that the violation be removed or corrected at County's expense.

7.3 The County shall ensure that all construction, build-out or work is performed in a good, workmanlike manner. All workmanship shall be first class and by persons qualified in their respective trades using new and first-quality materials, in a way that does not materially interfere with the Partnership's use and enjoyment. The County's construction, build-out or work shall not adversely affect building systems or require any change or penetration of the Building, except ceiling or flooring elements solely within the Occupancy Area. Except as this Agreement expressly allows, County shall not modify, alter, or disturb any post, column, mechanical or other system, or Building component located within the Occupancy Area or Additional Use Areas. To the extent that, as a result of County's Construction, Build-Out or Work, any Law requires any other Work or action in the Occupancy Area or Building, including any inspections and maintenance, County shall cause that Work or other action to be performed. Within 30 days after completing any Construction, Build-Out or Work, except Minor Work, County shall give Partnership "as-built" plans showing that Construction, Build-Out or Work. The County will ensure that no Contractor or anyone performing any Construction, Build-Out or Work in its behalf will file any Liens on the Gateway Visitor Center. All construction, build-out or work the County performs or initiates shall be performed at County's sole expense and risk.

7.4 All construction, build-out or work the County performs or initiates shall be performed at County's sole expense and risk. The County shall require its contractors or anyone performing any construction, build-out or work to obtain liability insurance and to name the Partnership as an additional insured, and the County shall require same to indemnify, defend and hold harmless the Partnership.

7.5 County shall not permit any mechanic's or other lien or charge to be filed against the Occupancy Area, the Building or any part of the Gateway Visitor Center by reason of any act or omission of the County or anyone under the County. If any such mechanic's or other lien or charge shall at any time be filed against the Occupancy Area, Building or the Gateway Visitor Center, the County shall immediately cause the same to be discharged of record, in default of which the Partnership may, on fifteen (15) days' prior written notice to the County, discharge the same, and all reasonable costs and expenses, including attorneys' fees, incurred by the Partnership in procuring such discharge shall be payable by the County to the Partnership.

ARTICLE 8: Terms and Renewal

8.1 This Agreement shall commence on the date written above (the "Commencement Date") and expire at the end of five (5) years from the Commencement Date (the "Expiration Date") This period shall be the "Initial Term."

8.2 The County may choose to extend the term of this Agreement for one (1) successive period of five (5) additional years (the "Renewal Term"). The Renewal Term shall be upon the same terms and conditions as provided in the Agreement for the Initial Term. The County, if it elects to exercise its option to renew, shall do so by written notice to the Partnership, at least sixty (60) days prior to the date of expiration of the Initial Term. Upon such exercise, this Agreement shall be deemed to be extended without the execution of any further instrument.

8.3 If the County remains in possession of any or all part of the Occupancy Area after the expiration of the Renewal Term without the express consent of the Partnership: (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 Agreement for any further term; and (c) such tenancy may be terminated by the Partnership upon sixty (60) days' prior written notice. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Agreement.

ARTICLE 9: Base Rent

9.1 The County shall pay monthly rent ("Monthly Base Rent") to the Partnership throughout the Term of this Agreement according to the following schedule:

\$24,000/Year; \$2,000/Month

9.2 In the event the County exercises the option to extend the term of this Agreement for the Renewal Term, the County shall pay monthly rent to the Partnership throughout the Renewal Term of this Agreement according to the following schedule:

\$25,000/Year; \$2,166/Month

9.3 The Monthly Base Rent charged to the County will offset and pay down the currently outstanding loan owed by the Partnership to the County, until such loan is paid. Monthly Base Rent will be charged on or before the first day of each calendar month.

ARTICLE 10: Operating Expenses

10.1 As used in this Agreement, the term “Operating Expenses” shall mean the Partnership’s reasonable cost of ownership, maintenance and management of the Gateway Visitor Center, to include but not be limited by:

- (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 Partnership including cold and hot water, natural gas, electricity, sewer, water, oil, or other fuel for the Building;
- (c) janitorial service, waste disposal and recycling costs;
- (d) lawn and landscaping service and repairs and maintenance of landscaped areas;
- (e) routine 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 interiors;
- (g) repairs and maintenance of all mechanical equipment and systems, excepting those informational exhibits installed by the County;
- (h) repair and maintenance supplies; and
- (i) property insurance, including fire, casualty, and liability coverage.

10.2 The Partnership shall be solely responsible for all Operating Expenses incurred throughout the Initial Term and the Renewal Term. Should the Partnership at any point be unable to pay all incurred Operating Expenses during the Initial Term and the Renewal Term, the County shall be responsible for such Operating Expenses, such payments to offset and pay down the currently outstanding loan owed by the Partnership to the County.

ARTICLE 11: Assignment and Subletting

11.1 No party shall assign this Agreement without the express written consent of the other party.

11.2 The Partnership shall not lease any portion of the Building without the express written consent of County. The County shall not sublease its rights under this Agreement without express written consent of the Partnership.

ARTICLE 12: Compliance with Laws and Insurance Requirements

12.1 The County will 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 County’s particular use or occupancy of the Occupancy Area and Additional Use Areas. Notwithstanding the foregoing, the County 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 Partnership’s failure to comply with such Compliance Requirements, or (b) is not a result of the County’s particular use or occupancy of the Occupancy Area and Additional Use Area, or (c) involves structural alterations at the Occupancy Area, or (d) is otherwise the responsibility of the Partnership pursuant to the terms of this Agreement.

12.2 (a) For purposes of this Agreement, “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”).

(b) The County will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the any portion of the Gateway Visitor Center, its agents, employees, or contractors. The County will not permit the Occupancy Area to be used or operated in a manner that may cause the Occupancy Area to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws.

ARTICLE 13: Care of the Occupancy Area

13.1 County will maintain the Occupancy Area to a reasonable standard of care, reasonable wear and tear excluded, and shall, at the County’s sole cost and expense, make all necessary repairs to such portions of the Occupancy Area. All other maintenance, repairs, and if necessary, replacements of elements of the Building of which the Occupancy Area forms a part, including, without limitation, maintenance, repairs, and replacements of the electrical, plumbing, and HVAC systems located therein, shall be the responsibility of the Partnership at its sole cost and expense, excepting only repairs including structural repairs necessitated by the negligence of the County, its agents, employees, vendor, invites or business associates, which items shall be repaired as speedily as possible by the County at the County’s own cost and expense. Partnership shall replace any and all broken glass in and about the Building.

ARTICLE 14: Quiet Enjoyment

14.1 The Partnership covenants and agrees that so long as County observes and performs all the terms and condition of this Agreement, the County may peaceably and quietly enjoy the

Occupancy Area subject to the terms and conditions of this Agreement, and County's possession will not be disturbed by the Partnership or anyone claiming by, through or under the Partnership.

ARTICLE 15: Subordination and Non-Disturbance

15.1 This Agreement and the County's rights under this Agreement 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 County will, upon Partnership's request, execute same promptly provided that the terms of such subordination agreement are reasonably acceptable to the County.

15.2 As long as the County is in compliance with the terms of this Agreement and is not in Default in the performance of its obligations under the Agreement, the County's use and possession of the Occupancy Area shall not be disturbed nor will the Agreement be terminated by any person or party succeeding to the Partnership's interest.

ARTICLE 16: End of Term

16.1 At the end of this Agreement, the County will quit and surrender the Occupancy Area in good order and condition, reasonable wear and tear and damage by the elements and casualty excepted. The County may, but is not required to, remove any installed fixtures, equipment, or furniture. The County will reimburse the Partnership for reasonable expenses incurred in connection with the removal of such property, including, but not limited to the cost of repairing any damage to the Occupancy Area caused by the removal of such property. The County's obligation to observe and perform this covenant will survive the expiration or other termination of this Agreement.

ARTICLE 17: Partnership's Services

17.1 The Partnership will repair and maintain the Gateway Visitor Center at Partnership's expense, including, but not limited to, lobbies, corridors, stairwells and restrooms, the exterior windows, the mechanical, plumbing and electrical equipment serving the Occupancy Area, and the sidewalks, parking lots, landscaping, grounds and structure of the Gateway Visitor Center in reasonably good order and condition. Partnership shall keep sidewalks and parking lots free from rubbish, ice, and snow.

17.2 Notwithstanding 17.1, the County at its discretion may choose to repair and maintain any and all enumerated locations, after first obtaining the Partnership's oral or written consent, which will not be unreasonably withheld or delayed.

17.3 The Partnership shall replace all lamps, bulbs, starters, and ballasts as required from time to time as a result of normal usage.

17.4 The Partnership will furnish the Building, including the Occupancy Area, with; (1) electricity sufficient to maintain the County's use of the Occupancy Area, (2) heating, ventilation and air conditioning between the hours of 8:00 a.m. and 6:00 p.m. Monday through Sunday, utilizing an overall system that will be capable of maintaining a comfortable environment, (3) hot and cold water for lavatory and drinking purposes and (4) sewer services.

ARTICLE 18: Entry by Partnership

18.1 Partnership, its agents, employees, and contractors may enter the Occupancy Area: (1) at any time in response to an emergency; or (2) with reasonable notice to:

- (a) Inspect the Occupancy Area;
- (b) Determine whether the County is complying with all its obligations under this Agreement;
- (c) Supply cleaning service and any other service to be provided by the Partnership to the County according to this Agreement; or
- (d) Make repairs required of the Partnership under the terms of this Agreement or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building.

18.2 Except in the case of emergency, Partnership 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 promptly as to cause as little interference to County as reasonably possible.

ARTICLE 19: Insurance

19.1 At all times during the Initial Term and Renewal Term, the Partnership will carry and maintain, at the Partnership's expense:

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

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

19.2 At all times during the Initial Term and Renewal Term, eth County will carry and maintain, at the County's expense, the following insurance, in the amounts specified below or such other amounts as the Partnership may from time-to-time reasonably request, with insurance companies and on forms satisfactory to Partnership:

- (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 the County of the indemnity agreements set forth in Article 20 of this Agreement; and
- (b) Worker's Compensation Insurance satisfying the County'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 A Certificate of insurance, naming the Partnership as additional insured, will be delivered to the Partnership prior to the County's occupancy of the Occupancy Area. All commercial general liability or comparable policies maintained by County will name the Partnership as additional insured. All commercial general liability and property policies maintained by County will be written as primary policies, not contributing with and not supplemental to the coverage that the Partnership may carry.

19.4 The Partnership (and its affiliates, property managers and mortgagees) and County (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 Occupancy Area, its contents, or other portions of the Building or common use areas arising from any cause covered by any property insurance required to be carried by such party pursuant to this Article 19 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 the Partnership and the County as provided in this Agreement shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against the Partnership and the County, as applicable.

ARTICLE 20: Indemnification

20.1 Except for any injury or damage to persons or property on the Occupancy Area that is caused by or results from the negligence or deliberate act of the County or the Partnership, its employees, or agents, and subject to the provisions of Paragraph 19.4, each party will not hold the other, its employees, or agents liable for, and each party 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 Occupancy Area and Additional Use Areas by each party or any person claiming under each party;
- (b) Any activity, work, or thing done or permitted by each party in or about the Occupancy Area, Additional Use Areas, the Building, or on the land on which the Building is situated.

- (c) Any breach by each party or its employees, agents, contractors, or invitees of this Agreement; and
- (d) Any injury or damage to the person, property or business of each party, its employees, agents' contractors, or invitees entering upon the Gateway Visitor Center under the express or implied invitation of that party.

20.2 The Partnership hereby releases the County, its agents, officers and employees, and any other person for whom the County is legally responsible from any liability or claim that may be made by the Partnership against the County under the provisions of this Agreement 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 County is required to maintain under the terms of this Agreement or actually maintains, whichever is greater; and (b) the proceeds actually paid to the Partnership with respect to such loss under the policies of insurance maintained by the Partnership or which would have been paid if Partnership had maintained the insurance required under this Agreement and had diligently processed any claims thereunder.

ARTICLE 21: Damage and Destruction

21.1 If the Occupancy Area or the Building are damaged by fire or other insured casualty, the Partnership will give the County written notice of the time which will be needed to repair such damage, as determined by the Partnership in its reasonable discretion, and the election (if any) which the Partnership has made according to Article 19. Such notice will be given before the 30th day (the "Notice Date") after the fire or other insured casualty.

21.2 If the Occupancy Area 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 the Partnership, the Partnership will promptly begin to repair the damage after the Notice Date and will diligently pursue the completion of such repair. In that event this Agreement will continue in full force and effect except that Monthly Base 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 Occupancy Area the County is unable to use during the Repair Period.

21.3 If the Occupancy Area 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 the Partnership, then (a) the Partnership may cancel this Agreement as of the date of such damage by written notice given to County on or before the Notice Date, or (b) the County may cancel this Agreement as of the date of such damage by written notice given to the Partnership within 10 days after the Partnership's delivery of a written notice that the repairs cannot be made within such 120 day period. If neither the Partnership nor the County so elects to cancel this Agreement, the Partnership will diligently proceed to repair the Building and Occupancy Area and Monthly Base Rent will be abated on a pro rate basis during the Repair Period based on the proportion of the rentable area of the Occupancy Area the County is unable to use during the Repair Period.

21.4 Notwithstanding the provisions of Paragraphs 21.1, 21.2, and 21.3 above, if the Occupancy Area 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 Occupancy Area or the Building, the Partnership will have the option to repair such damage or cancel this Agreement as of the date of such casualty by written notice to the County 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 the County, its agents, contractors, employees or invitees, there will be no abatement of monthly rent as otherwise provided for in this Article 21. The County will have no rights to terminate this Agreement on account of any damage to the Occupancy Area or the Building, except as set forth in this Agreement.

ARTICLE 22: Default

22.1 Definition. It is a “Default” if either party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other party or, if the failure cannot reasonably be remedied in such time, if the failing party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within a reasonable time thereafter.

22.2 In the event of a Default, the aggrieved party has the right, at its election, to give the other party written notice of an intention to terminate this Agreement on the earliest date permitted by law or on any other date specified in such notice, after which time County’s right to possession of the Occupancy Area will cease and this Agreement will be terminated, except as to each party’s liability under this Agreement.

ARTICLE 23: Partnership Representations, Warranties and Covenants

23.1 The Partnership represents, warrants and covenants that:

- (a) The Partnership owns fee simple title to the Building, the Occupancy Area, and the land on which it sits;
- (b) The Partnership has the full right, power, and authority to grant the rights of occupancy and use to the County as provided in this Agreement without any need for obtaining any consents or approvals from any party, including, without limitation, any mortgagees or other entities;
- (c) This Agreement and all documents to be executed pursuant hereto by the Partnership are binding upon and enforceable against the Partnership 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, grant, loan agreement, or other agreement to which the Partnership or the Occupancy Area or the Building is subject or by which the Partnership or the Occupancy Area or the Building is bound;

- (e) The Partnership represents and warrants that the Occupancy Area and Building are zoned for the County's intended uses thereof; and
- (f) The Building and the Occupancy Area 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 24: Miscellaneous

24.1 The waiver by the Partnership of any agreement, condition or provision contained in this Agreement 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 Agreement, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Agreement be construed to waive or to lessen the right of the Partnership to insist upon the performance by the County in strict accordance with the terms of this Agreement.

24.2 The County shall, upon thirty (30) days prior written request by Partnership, execute and deliver to Partnership a written declaration: (1) ratifying this Agreement; (2) expressing the commencement and termination dates thereof; (3) certifying that this Agreement 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 Agreement to be performed by the Partnership have been satisfied; (5) that there are no defenses, offsets or counterclaims against the enforcement of this Agreement by the Partnership, or stating those claimed by County; and (6) the date to which rental has been paid. Such declaration shall be executed and delivered by the County from time to time as may be requested by Partnership in writing.

24.3 Any notice, request, demand, consent approval, or other communication required or permitted under this Agreement 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 Agreement.

County: County of Saratoga
40 McMaster Street
Ballston Spa, New York 12020

Partnership: Historic Hudson-Hoosic Rivers Partnership
30 Ferry Street
Schuylerville, NY 12871

Either Partnership or County may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this Article 24.3.

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

24.5 This Agreement, the exhibits, and addenda, if any, contain the entire agreement between the parties. No amendment, alteration, modification of, or addition to the Agreement will be valid or binding unless expressed in writing and signed by both parties.

24.6 The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of both parties and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Agreement, their assigns.

24.7 The Partnership and the County have executed this Agreement as of the day and year written above.

[Signature lines on following page]

APPROVED AS TO
FORM AND CONTENT:

COUNTY OF SARATOGA (County)

By: _____
County Attorney

By: _____
Phil Barrett, Chair
Board of Supervisors
Pursuant to Resolution: ____-2024

Date: _____

**Historic Hudson-Hoosic Rivers Partnership
(Partnership)**

By: _____

Print Name: _____

Date _____