

Matthew Veitch - C	
John Lant	
Dick Lucia	
Darren O'Connor	
Tom Richardson	
Kevin Tollisen - VC	
Sandra Winney	

THEODORE T. KUSNIERZ, JR. Chair of the Board

40 MCMASTER STREET BALLSTON SPA, NEW YORK 12020 Phone: (518) 885-2240 Fax: (518) 884-4771

PAMELA A. WRIGHT Clerk

Matthew Veitch, Chair Buildings and Grounds Committee

BUILDINGS AND GROUNDS COMMITTEE

AGENDA

May 6, 2021 4:00 PM

- 1. Welcome and Attendance.
- 2. Approve minutes of April 5, 2021
- 3. Request resolution authorizing amendment of the 2021 Public Works Budget to add \$359,332 for the construction of the Airport Snow Removal Equipment Building.
- 4. Recommend approval of auction sale for property located at 31 Woodlawn Avenue in the City of Saratoga Springs.
- 5. New WAM Lease (Roger Schiera, Board of Elections)
- 6. Any other business.
- 7. Adjournment.

Due to public health and safety concerns related to COVID-19, there is limited capacity in the Boardrooms. The public will have an opportunity to hear the meeting live via an audio signal using this call-in number and access code: Dial: 1-978-990-5145 Access Code: 1840389



SARATOGA COUNTY AGENDA ITEM REQUEST FORM

TO:	Steve Bulger, County Administrator Mike Hartnett, County Attorney Pam Wright, Clerk of the Board			
CC:	Jason Kemper, Planning Director Therese Connolly, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, Confidential Secretary/County Attorney's Office			
FROM	Chad M. Cooke, P.E., Commissioner of Public Works			
DATE	: April 30, 2021			
RE:	Authorizing additional funding for the Airport Snow Removal Equip Bldg			
COMN	MITTEE: Buildings and Grounds			
1.	Is a Resolution Required: VES or NO (If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)			
2.	Is a Budget Amendment needed: (If yes, budget lines and impact must be provided)			
	Yes, please see the attached memo dated April 28, 2021.			
3.	Are there Amendments to the Compensation Schedule: (If yes, provide details)			
	No			
4.	Specific details on what the resolution will authorize:			
	The resolution would authorize an additional \$359,332 of County share funding for the construction of the Airport Snow Removal Equipment Storage Building and amend the budget in relation thereto.			
5.	Does this item require hiring a Vendors/Contractors: a. Were bids/proposals solicited: N/A b. Is the vendor/contractor a sole source: N/A c. Commencement date of contract term: N/A d. Termination of contract date: N/A e. Contract renewal and term: N/A f. Contact information: N/A g. Is the vendor/contractor an LLS, PLLC or partnership: N/A h. State of vendor/contractor organization: N/A i. Is this a renewal agreement: YES or NO j. Vendor/Contractor comment/remarks:			
	N/A			



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6.	Is this an	annual	housekee	ping	resolution

(If yes, attach the last approved resolution)

- a. What were the terms of the prior resolution N/A
- b. Are the terms changing: N/A
- c. What is the reason for the change in terms:

N/A

- 7. Is a new position being created:
 - a. Effective date N/A
 - b. Salary and grade N/A
- 8. Is a new employee being hired:
 - a. Effective date of employment N/A
 - b. Salary and grade N/A
 - c: Appointed position: N/A
 - d. Term:

N/A

- 9. Is a grant being accepted:
 - a. Source of grant funding: N/A
 - b. Amount of grant: N/A
 - c. Purpose grant will be used for: N/A
 - d. Equipment and/or services being purchased with the grant: N/A
 - e. Time period grant covers:

N/A

10. Remarks/Reasoning (Supporting documentation must be attached to this form):

Please see the attached memo dated April 28, 2021 for additional details including budget amendment and budget impact.



SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS

SARATOGA COUNTY PUBLIC WORKS FACILITY

3654 GALWAY ROAD BALLSTON SPA, NEW YORK 12020-2517 (518) 885-2235 FAX (518) 885-8809

CHAD M. COOKE, P.E. Commissioner

THOMAS A. SPEZIALE Deputy Commissioner

MEMO TO: Buildings and Grounds Committee

FROM: Chad M. Cooke, P.E., Commissioner

SUBJECT: Airport Snow Removal Equipment Storage Building

DATE: April 28, 2021

Background

In 2018, the County applied for and was awarded a 90/10 grant from NYSDOT for the design and construction of a snow removal equipment storage building at the airport in the amount of \$799,432 (\$719,489 NYS, \$79,943 County).

Following grant award, the building was thoughtfully designed to store all the necessary equipment utilized to maintain airport facilities which resulted in a 3-bay building totaling 6,900 SF. The project was put out to bid and the total cost including engineering and construction totals \$1,158,764 or \$359,332 more than currently budgeted.

Unfortunately, grant amounts are based on estimates at the time of application and the award amounts are capped. The increase in construction costs is largely due to fluctuations as a result of manufacturer COVID slowdowns.

Budget Amendment and Impact

Appropriations: Increase A.50.513-7093 Bldg Construction Cost \$359,332

Revenues: Increase A.0599.B Appropriated Fund Balance \$359,332

Impact: The additional costs associated with construction of the snow removal equipment

storage facility will require an appropriation of fund balance in the amount of

\$359,332.



SARATOGA COUNTY AGENDA ITEM REQUEST FORM

TO:	Mike Hartnett, County Administrator Mike Hartnett, County Attorney Pam Wright, Clerk of the Board
CC:	Jason Kemper, Planning Director Therese Connolly, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, Confidential Secretary/County Attorney's Office
FROM	1: Chad M. Cooke, P.E., Commissioner of Public Works
DATE	: April 30, 2021
RE:	31 Woodlawn Avenue auction sale
COM	MITTEE: Buildings and Grounds
1.	Is a Resolution Required: YES or NO (If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2.	Is a Budget Amendment needed: (If yes, budget lines and impact must be provided)
	No
3.	Are there Amendments to the Compensation Schedule: (If yes, provide details)
	No
4.	Specific details on what the resolution will authorize:
	Approving and confirming the auction sale of County-owned lands located at 31 Woodlawn Avenue in the City of Saratoga Springs.
5.	Does this item require hiring a Vendors/Contractors: a. Were bids/proposals solicited: N/A b. Is the vendor/contractor a sole source: N/A c. Commencement date of contract term: N/A d. Termination of contract date: N/A e. Contract renewal and term: N/A f. Contact information: N/A g. Is the vendor/contractor an LLS, PLLC or partnership: N/A h. State of vendor/contractor organization: N/A i. Is this a renewal agreement: YES or NO j. Vendor/Contractor comment/remarks: N/A
	LW/C



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution:

(If yes, attach the last approved resolution)

- a. What were the terms of the prior resolution N/A
- b. Are the terms changing: N/A
- c. What is the reason for the change in terms:

N/A

- 7. Is a new position being created:
 - a. Effective date N/A
 - b. Salary and grade N/A
- 8. Is a new employee being hired:
 - a. Effective date of employment N/A
 - b. Salary and grade N/A
 - c: Appointed position: N/A
 - d. Term:

N/A

- 9. Is a grant being accepted:
 - a. Source of grant funding: N/A
 - b. Amount of grant: N/A
 - c. Purpose grant will be used for: N/A
 - d. Equipment and/or services being purchased with the grant: N/A
 - e. Time period grant covers:

N/A

10. Remarks/Reasoning (Supporting documentation must be attached to this form):

Auctions International conducted an online auction on behalf of the County from April 6th through April 28th. There were 182 bids received with the highest bid as follows:

The Adirondack Trust Company Saratoga Springs, NY High Bid: \$2,800,100

The 10% required deposit was wired from the Adirondack Trust Company and received by Auctions International on April 28, 2021.

Attached please find

Site Signage:

- (6) signs in total
- (4) 4' wide
- (2) 3' wide









Custom Domain:

Auctions International, Inc. purchased a custom domain; 31Woodlawn.com. This url was utilized in all of our advertising and marketing and linked directly to the online auction on our website:

AuctionsInternational.com



Custom Postcards:

Our team custom created unique postcard mailers that were sent out to 446 different recipients. Our team gathered the mailing information on dozens of different companies throughout NYS including, investors, development companies, construction firms and real estate companies. These were added to our list of previous auction participants from the sale of the former Saratoga Homestead and our recent project in liquidating the 401 Duanesburg Rd, for Schalmont CSD. A total of 446 cards were sent out.

FRONT

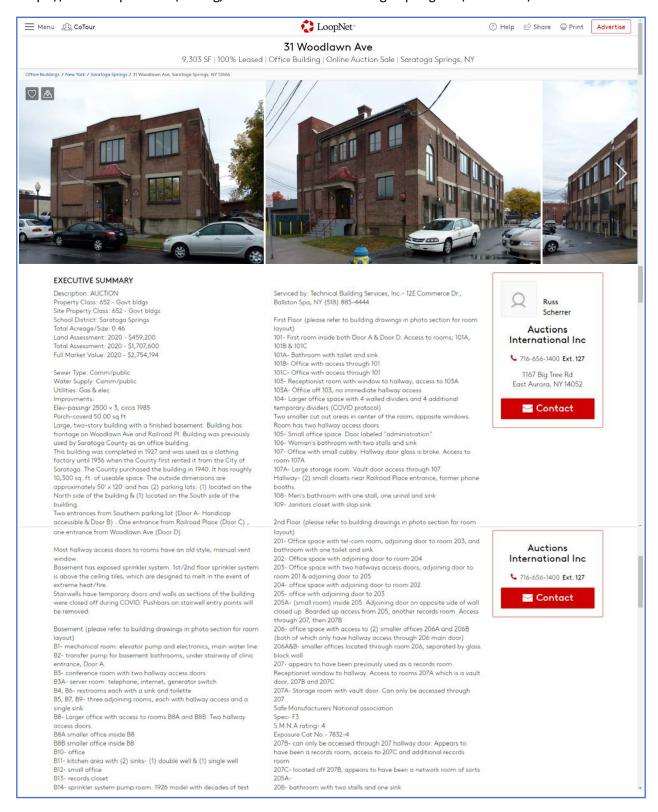


BACK



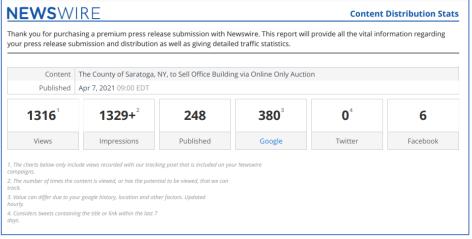
LoopNet.com

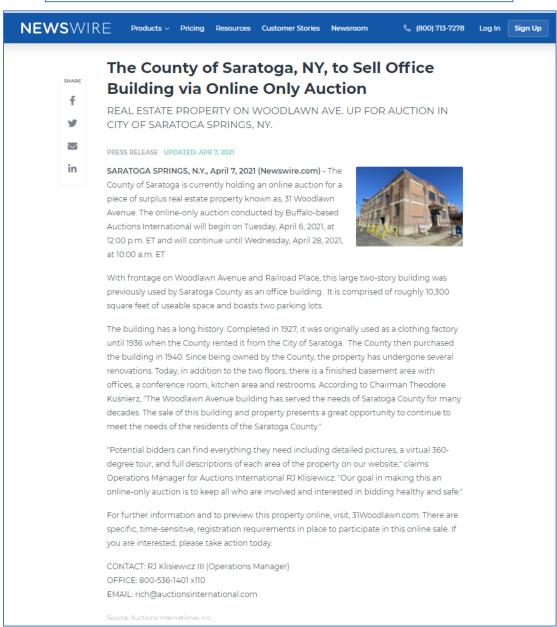
https://www.loopnet.com/Listing/31-Woodlawn-Ave-Saratoga-Springs-NY/22657929/



Newswire.com- Press release (\$583.20)

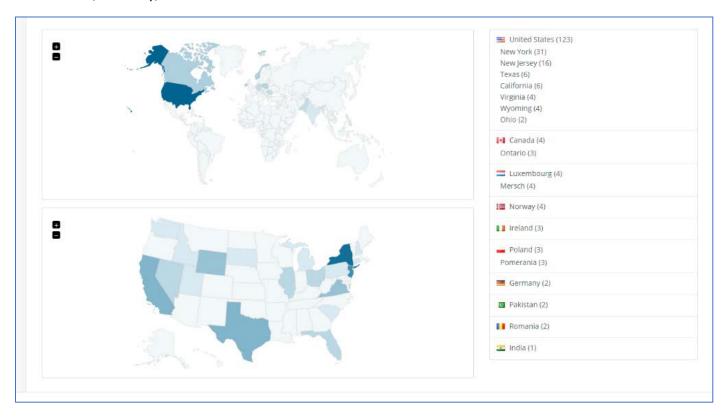
Press release distribution company.



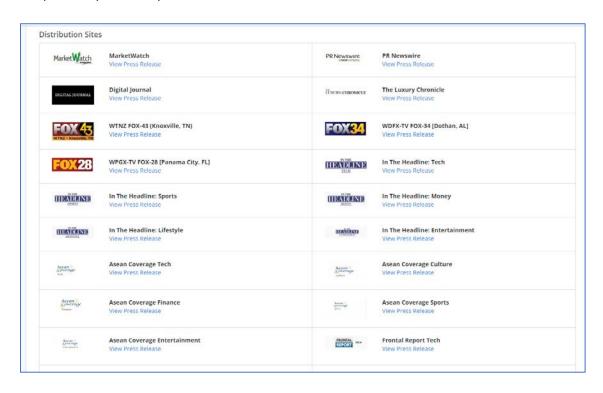


Newswire.com- Press release (continued)

Release was published in 249 different mediums across the world. Including Canada, Norway, Ireland, Poland, Germany, Romania & India.

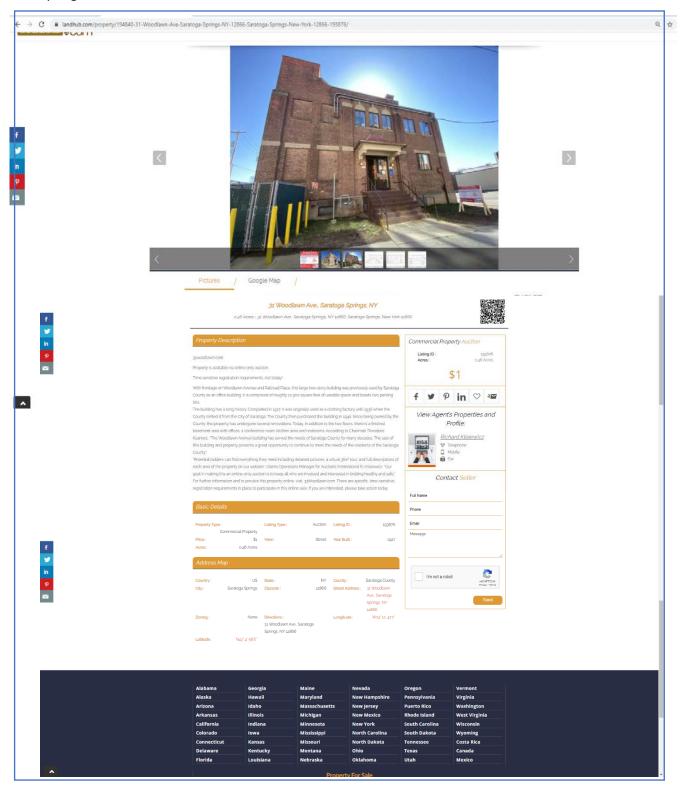


Brief snapshot of published press release mediums

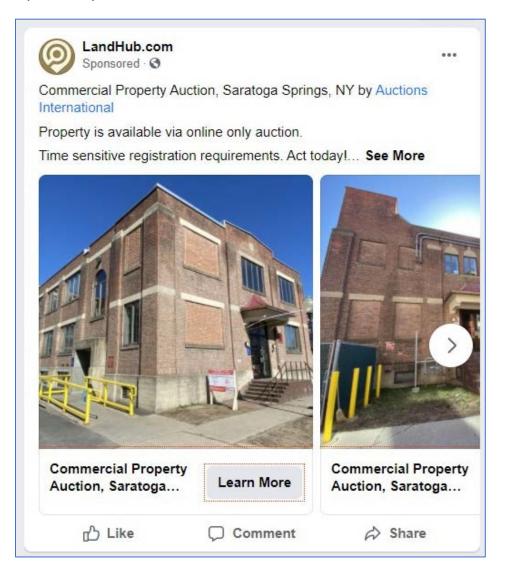


LandHub.com

https://www.landhub.com/property/194840-31-Woodlawn-Ave-Saratoga-Springs-NY-12866-Saratoga-Springs-New-York-12866-193876/

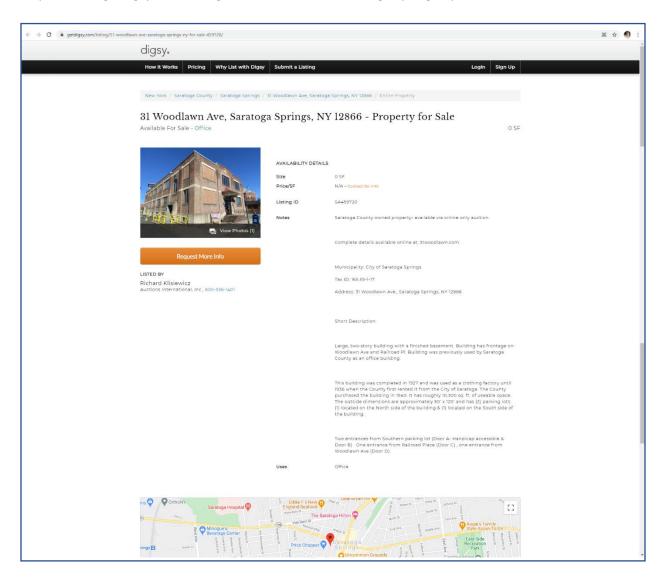


LandHub.com (continued)



Digsy.com

https://www.getdigsy.com/listing/31-woodlawn-ave-saratoga-springs-ny-for-sale-459720/



Jewish Press

2 column ad: \$120



Friday, April 9, 2021 • The Jewish Press • Page 61

PHONE 718-330-0900 / 800-992-1600 • FAX 718-855-4361 • CLASSIFIED@JEWISHPRESS.COM • WWW.MARKETPLACE.JEWIS

***** Dov Herman NY Inspect Home Inspection Infrared Scan and 1 Year Termite Warranty Included NYC (718) - Inspect Long Island (516) - Inspect

3270

3150 HOUSE SALE WATERBURY CT

Blueridge: Gorgeous, modern 10 BRs, 7 bths, 4 firs on Sh Shab cul-de-sac. Plus ground level apt w/pvt patio, kitchen, 2 BRs, 2 bths & Indry. \$529K 203-805-0875

3230 VACATION HOMES SALE

VACATION VILLAGE: Enjoy now & all year WaCATION VILLAGE: Enjoy now & all year Scenic lake views & mountain vislas...specious beautiful homes from SSBKI. Enjoy indoor & outdoor pools, tonnis, boating, gym! Fabulous Day Camp! Heserve now. Get away & enjoy the country air! Hurry...Choose Your Home!

www.estyhomes.com 516-946-0766 Appts, Call Esty

MILLER REALTY 516-374-4100

Neighborhood

Spring Valley, NY

Monsey, NY

Monsey, NY

VACATION RENTALS

OCEAN CITY, MARYLAND: Bes OCEAN CITY, MARYLANU: Uses selection of full/partial week rentals. FREE color brochure. Holiday Real Estate, inc: 1-800-638-2102. Online reservations: www.holidayoc.com. \$50 discount - new rentals. Code: "ToTheBeach2021" (Expires 06-01-2021)

3530 BUSINESS OPPORTUNITY

LOCKSMITH Gross \$700K, Net S200K, Price \$500K, Cash down \$250K, Includes \$25K, Inventory. 6 workers, 5 days. Also intercom & security. Over 40 years in business.Long lease. Retiring Will teach. LIBINANDKATZ 718-858-3252

Real Estate Sales

Address

34 Cedar Lane #214

34 Cedar Lane #212

MERCHANDISE FOR SALE

MAKING A PIDYON HABEN? WE HAVE SILVER DOLLARS IN STOCK, GOOD PRICE! CALL 646-419-0782

CAREER SERVICES 3620

COMPUTER & IT TRAINING COMPUTER & IT TRAINING
PROGRAM! Train ONLINE to get the
skills to become a Computer & Help
Desk Professional now. Grants and
Scholarships available for certain
programs for qualified applicants.
Call CTI for details.

844-947-0192 (M-F 8am-6pm ET)

Train At Home To Do Medical Billing! Become a Medical Office Professional online at CTI. Get trained, certified &

855-543-6440 (M-F 8am-6pm ET)

HELP WANTED

\$840,000

\$840,000

\$615,000

\$18.50 NYC, S17 LI, & up to \$13.50 pstate NY. If you need care from our relative, friend or neighbor and your relative, friend or neighbor and you have Medicaid, they may be eligible to start taking care of you as a personal assistant under NYS Medicaid CDPA Program. No certifi-cates needed. Phone: 347-713-3553

Bath

4

3

REAL ESTATE AUCTION

ONLINE ONLY AUCTION ratoga County Owned Real Esta Saratoga County Property Address: 31 Woodlawn Ave., Saratnda Springs, NY

Online Bidding Begins to Close Wed., April 28, 2021 at 10am

31Woodlawn.com

HELP WANTED

3600 HELP WANTED
Admin Assistant Accounts Receivable
Farper Admin Assistant Accounts Receivable
Farper Admin Assist, PT. Account Receivable & Bookkeeper reqit to work
from home. For buye & oppunding our
Halp with the day to day office tasks.
Good customer selection salifs, astie to
organize a diary for contractors to
work to, have experien salifs, astie or
work to, have experien salifs, astie or
work to, have experien salifs, astie
work to, part of the processor of the contractors to
work to, have experien salifs, astie
Assistant Assistant de destination
Send Vo Wechmact details to:
robertnorrise'th followards com

ADMINISTRATIVE ASST

technical skills. Willing to train the right candidate. Please email sume to: cityjobs10@gmail.com

Bookkeeping/Payroll Assists ro Park office is seeking en Boro Park office is seeking on lewel individuals to de Bookkee ingo?hyrolik schoer office work. Pf bookkeekping/payrol experience plus but will stand ingit individuals. NEW GRADS WEI COME! We offer an excellent salary benefits pkg with excellent grow potential as well as a great work errorment. Please email resum to Ditmosjebs@gmail.com

BOOKKEEPING Socking a detail oriented employed for the bookkeeping dept of a established healthcare company Boro Park, F/T position only. Emiresume to: cityjobs10/@gmail.com

store in Eklyn. Call 718-309-9703 o email: joshe@aol.com

COM-HAB: Looking for someone to spend time with a teenager with developmental disabilities in Flatbush. Please call Malka at 718-535-1984 or Email mrittermen@hasccenter.org

COM-HAB: Looking for someone to spend time with a young girl with developmental disabilities in Ceda-rhurst. Call Raquel at 718-535-1987 or Email rschockett@hasccenter.org

COM-HAB: Looking for someone t be a "big sister" to a young girl with dovelopmental disabilities, in Crown Heights, Call Beile at 718-535-1945 or Email bschmidt⊛hasccenter.org

COM-HAB: Looking for someone to be a paid chavrusah to a young man with developmental disabilities, in Flatbush, on Sundays, Please call Florence at 718-535-1907 or Email fweinberg@hascoente.org

El Service Coordinator, F/T oriented, organized, warm indiv w/ excel people skills. Grt oppty to work w/dedicated team to help families navigate the El system. BA in Psychology or Human Services req'd. Min 2 yrs

resumes@strivright.org or call 718.531.1800

ENGRAVER: Must be creative in graphics, well organized, motivated & self-sufficient. Friendly environment.
Email resume to: into @jeii.com

Graphic Designer, F/T w/experienc Must be responsible & organi Email: jobdrawphic@gmail.com

Graphics/Secretary, F/T; Boro Park office. Organized, self-motivated good phone skills. Bright future. Email resume to: into @jeil.com

Monsey, NY 3 372 Blauvelt Road \$925,000 Pomona, NY 17 Tara Drive \$530,000 Pomona, NY 3 3 Lochsley Lane \$735,000 Pomona, NY 22 White Birch Drive \$542,500 Pomona, NY 4 3 Isaac Drive \$851,000 Pomona, NY 1 Lea Court \$830,000 3 Spring Valley, NY 43 N Madison Ave #204 \$605,000 3 Spring Valley, NY 9 Elener Lane #201 \$999 000 Spring Valley, NY 8 Rovitz Place \$635,000 3 Spring Valley, NY 8 Pauline Court \$410,000

43 N Madison Ave #205

Spring Valley, NY 17 Elener Lane \$680,000 Spring Valley, NY 1 Marman Place \$700,000 Spring Valley, NY 36 Deerwood Road \$1,215,000 6 5

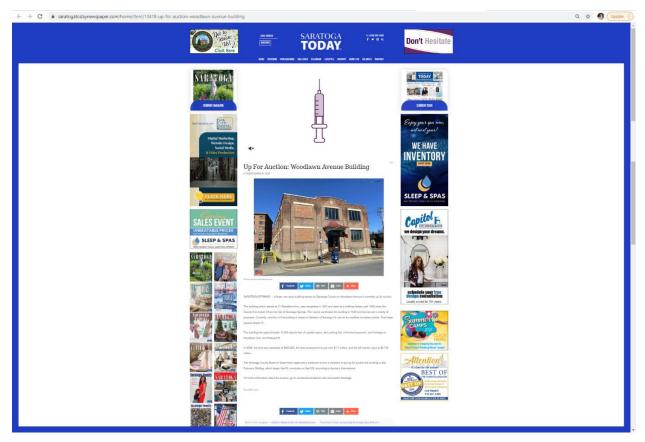
Data collected from Zillow

CANDIDATES

Ask your questions of the New York City Mayoral, Comptroller, and other candidates. The Jewish Press will feature interviews with all the major NYC candidates in the coming weeks.

Participate by sending in your questions to interviews@jewishpress.com

Saratoga Today Newspaper- Online 4/15/2021 Print: 4/16-4/22/2021







New York Press Service (NYPS)-

2x4 ad statewide, Start:4/12/2021: \$2,369.00 2x2 ad capital network, Start: 4/16/2021: \$299.00

2x4 Statewide Advertisement



2x2 Capital Region Advertisement

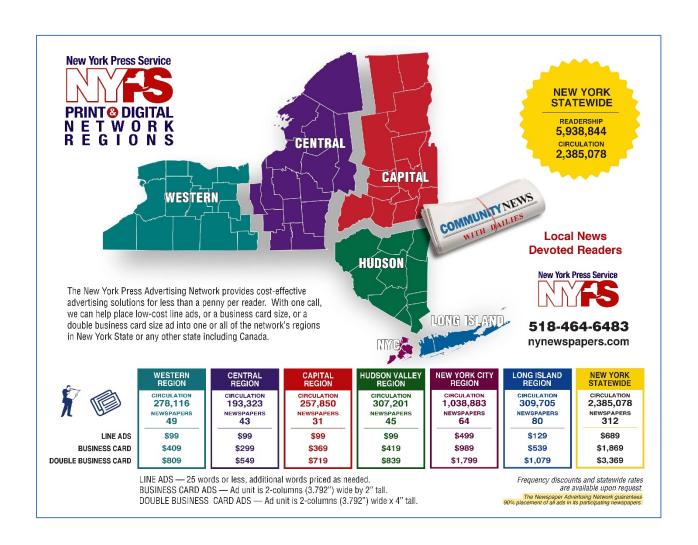


New York Press Service (NYPS)- continued



11.3.4 Advertising for the auction shall be at the discretion of the Auctioneer, with the one minimum requirement that the auction be advertised at least twice in the four (4) official newspapers of the County - The Daily Gazette, The Saratogian, The Post Star, and The Saratoga Today.

I addition to the (4) newspapers required to advertise in per the initial RFP (circled in red on the following page) this property was advertised in a title of 312 different newspapers across NYS, with a circulation rate of 2,385,078



CAPITAL REGION

ALBANY COUNTY

Altamont Enterprise & Albany County Post Colonie Spotlight The Ravena News Herald The Spot 518 The Spotlight (Delmar)

CLINTON COUNTY

Press Republican The Burgh Sun/ North Countryman Sun

ESSEX COUNTY

Lake Placid News The Valley News Sun Times of Ti Sun

FULTON COUNTY

Fulton County Express Sacandaga Express

HAMILTON COUNTY

Adirondack Express Hamilton County Express

MONTGOMERY COUNTY

Courier Standard Enterprise The Recorder*

OTSEGO COUNTY

The Cooperstown Crier The Daily Star The Weekly Star

RENSSELAER COUNTY The Record *

SARATOGA COUNTY

Community News (Saratoga) Saratoga Today The Express The Saratogian *

SCHENECTADY COUNTY Daily Gazette

SCHOHARIE COUNTY Cobleskill Times-Journal

WARREN COUNTY

The Adirondack Journal/ News-Enterprise Sun The Post-Star

WASHINGTON COUNTY

Granville Sentinel The Greenwich Journal and Salem Free Press Whitehall Times

WESTERN REGION

ALLEGANY COUNTY Affred Sun Patriot and Free Press

ERIE COUNTY

Akron Bugle Alden Advertiser Amherst Bee Cheektowaga Bee Clarence Bee Depew Bee East Aurora Advertiser Fast Aurora Bee Elma Review Grand Island Dispatch Ken-Ton Bee Lancaster Bee Orchard Bee The Springville Journal West Seneca Bee

GENESEE COUNTY Batavia Daily News 1

LIVINGSTON COUNTY Genesee County Express Livingston County News

MONROE COUNTY

Brighton-Pittsford Post City Newspaper Fairport-East Rochester Post Gates-Chili Post Greece Post Henrietta Post Irondequoit Post Mendon-Honeoye Falls Lima Sentinel Minority Reporter Penfield Post

NIAGARA COUNTY

Webster Herald

Webster Post

Lewiston/Porter Sentinel Union-Sun & Journal Niagara Gazette Niagara Wheatfield Tribune

ONTARIO COUNTY

Daily Messenger * Victor Post

SCHUYLER COUNTY

The Watkins Review & Express

STEUBEN COUNTY

The Leader * The Spectator * Steuben Courier & Advocate

WAYNE COUNTY

Lakeshore News The Sun & Record w/ Wayne County Mail Wayne Post

WYOMING COUNTY Arcade Herald

Warsaw's Country Courier

YATES COUNTY

The Chronicle-Express The Observer

CENTRAL REGION

BROOME COUNTY The Country Courier Press & Sun-Bulletin * The Vestal Town Crier The Windsor Standard

CAYUGA COUNTY The Citizen * Moravia Republican Register

CHEMUNG COUNTY Star Gazette *

HERKIMER COUNTY Times Telegram * West Winfield Star/ Brookfield Courier

JEFFERSON COUNTY Watertown Daily *

LEWIS COUNTY Journal & Republican

MADISON COUNTY Cazenovia Republican

ONEIDA COUNTY Boonville Herald

& Adirondack Tourist Oneida Daily Dispatch 7 Utica Observer Dispatch * The Waterville Times

ONONDAGA COUNTY Baldwinsville Messenger **CNY Vision** Eagle Bulletin Eagle Observer Fagle Star Review Skaneateles Press

OSWFGO COUNTY

Citizen Outlet Independent Mirror Oswego Shopper Phoenix Register Salmon River News

SENECA COUNTY Interlaken Review (North Zone) Ovid Gazette (North Zone)

ST. LAWRENCE COUNTY

Courier Observer Gouverneur Tribune Press North Country This Week Massena - Ogdensburg Canton - Potsdam

TIOGA COUNTY Candor Chronide (South Zone) Random Harvest Weekly (South Zone)

TOMPKINS COUNTY Dryden Courier (East Zone) Groton Independent (East Zone) Ithaca Journal * Ithaca Times Lansing Ledger Newfield News (South Zone) Trumansburg Free Press (North Zone)

NEW YORK CITY REGION

BRONX COUNTY Bronx Community News Bronx Free Press Bronx Times Reporter

and Bronx Times The Riverdale Press

KINGS COUNTY Bay News

Brooklyn Community News Brooklyn Downtown Star Brooklyn Eagle Brooklyn Graphic Brooklyn Spectator Caribbean Life-Brooklyn Zone Greenpoint Star and

News of the North Side Main Basin Courier Our Time Press Park Slope Courier The Jewish Press The Tablet

NEW YORK COUNTY Chelsea Clinton News Chelsea News Chelsea Now Desi Talk Downtown Express Gay City News Guiarat Times Haiti Liberte Harlem Commuity News Impacto I atin News Manhattan Times New York Amsterdam News

New York Beacon News India-Times Our Town (NYC) The Villager (NYC) The Villager Express The West Side Spirit The Westsider

QUEENS COUNTY

Bayside Times Brooklyn/Queens/Long Island Jewish Week Caribbean I ife -

Queens/Bronx/Manhattan Forest Hills/Rego Park Times Glendale Register Leader Observer Long Island City/Astoria Journal

Queens Chronicle -Central Queens Edition Queens Chronicle -Eastern Queens Edition Queens Chronicle -Mid Queens Edition

Queens Chronicle -Northeast Queens Edition Queens Chronicle -Northern Queens Edition

Queens Chronicle -South Queens Edition Queens Chronicle -

Southeast Queens Edition Queens Chronicle -Western Queens Edition

Queens Community News Queens Courier Queens Examiner Queens Ledger Queens Tribune Rockaway Journal The Courier Sun

The Flushing Times The Wave TimesLedger

HUDSON VALLEY REGION

COLUMBIA COUNTY The Register Star

DELAWARE COUNTY Catskill Mountain News The Walton Reporter

DUTCHESS COUNTY Beacon Free Press Poughkeepsie Journal* Northern Dutchess News Southern Dutchess News

GREENE COUNTY The Daily Mail 7 The Mountain Eagle & Schoharie News

ORANGE COUNTY Mid-Hudson Times Orange County Post Sentinel The Chronicle (Goshen) The Photo News Times Herald Record * Wallkill Valley Times Warwick Advertiser

PUTNAM COUNTY Mahopac News Putnam County Courier Putnam County News & Recorder The Putnam Examiner

WESTCHESTER COUNTY Eastchester Rising Harrison Rising Manhattan/Westchester Jewish Week Mount Vernon Rising North Castle Rising North Salem News Rve Risina Sound View Rising The City Review New Rochelle The Eastchester Review The Examiner The Harrison Review The Mamaroneck Review The North Westchester Examiner The Rye City Review The Somers Record The White Plains Examiner The Yorktown News Westchester Risina Westmore News Yonkers Rising

SULLIVAN COUNTY Sullivan County Democrat The River Reporter

ULSTER COUNTY Daily Freeman 1 Southern Ulster Times

LONG ISLAND REGION

NASSAU COUNTY

Baldwin Herald Bellmore Herald I ife Bethpage Newsgram East Meadow Herald Farmingdale Observer Franklin Square Herald Freeport Herald Leader Garden City Life Glen Cove Herald Gazette Glen Cove Record Pilot Great Neck News Great Neck Record Hicksville Illustrated News Jericho News Journal Levittown Tribune Long Beach Herald Lynbrook/East Rockaway Herald Malverne/W Hempstead Herald Manhasset Press Manhasset Times Massapequa Post

Massapeguan Observer Merrick Herald Life Mid Island Times Mineola American Nassau Herald New Hyde Park Herald Courier New Hyde Park Illustrated News Oceanside/Island Park Herald Oyster Bay Enterprise Pilot Plainview-Old Bethpage Herald Port Washington News Port Washington Times Rockville Centre Herald Roslyn News Roslyn Times Sea Cliff/Glen Head Herald Gazette

Seaford Herald Citizen South Shore Record Svosset Advance

Syosset-Jericho Tribune The Garden City News The Jewish Star The Leader Valley Stream Herald Wantagh Herald Citizen Westbury Times Williston Times

SUFFOLK COUNTY

Amityville Record Brookhaven Review Commack News **Huntington News** Huntington Weekly Islip Bulletin Islip News Long Island Advance Port Times-Record Ronkonkoma Review Sag Harbor Express Shelter Island Reporter Smithtown Messenger South Shore Press Suffolk County News The Babylon Beacon The East Hampton Press The Long Islander The Mid Island News The News-Review The Northport Observer The Smithtown News The Southampton Press -Eastern Edition The Southampton Press -Western Edition The Suffolk Times The Times of Huntington The Times of Middle Country The Times of Smithtown Township The Village Beacon-Record

The Village Times Herald

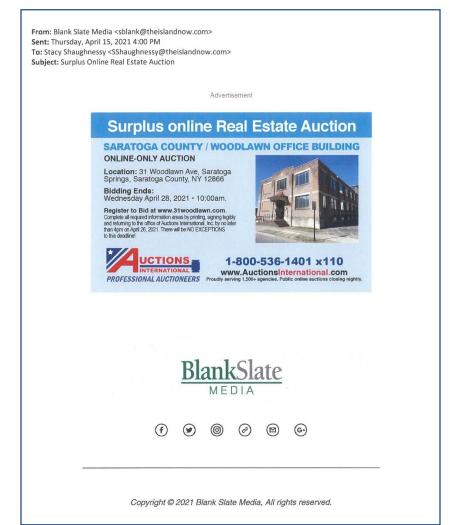
Blank Slate Media (Long Island):

1/8 horizontal- week of 4/16/2021; \$200

Port Washington times, Manhasset Times, Roslyn Times, Great Neck News, New Hyde Park Herald Courier & Williston Times.

Eblast- 4/15 & 4/19 at 4pm: \$100



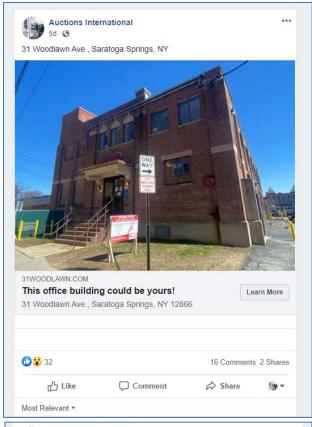


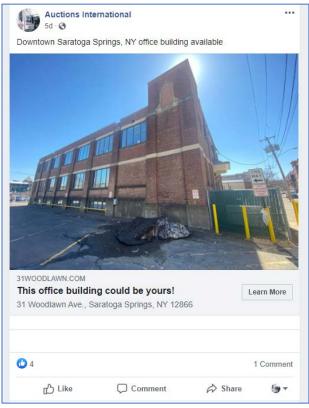


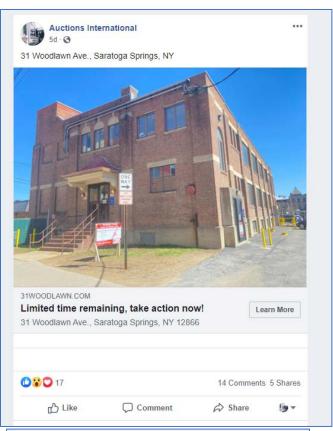


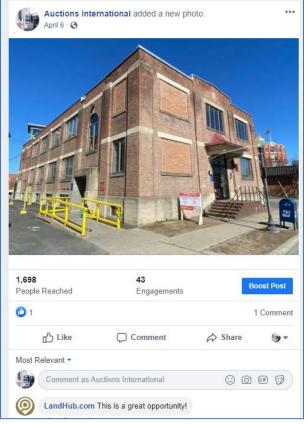
Facebook campaign

- (2) unique campaigns: 123,797 people reached | 9,022 Link Clicks
- (1) April 8-April 15, \$250
- (1) April 20-April 25, \$400

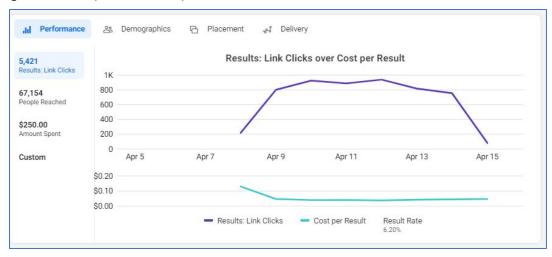




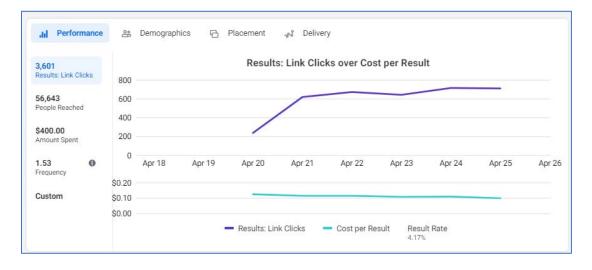




Campaign #1 Results (NATION WIDE)



Campaign #2 Results (CT, MA, NH, NY, VT)

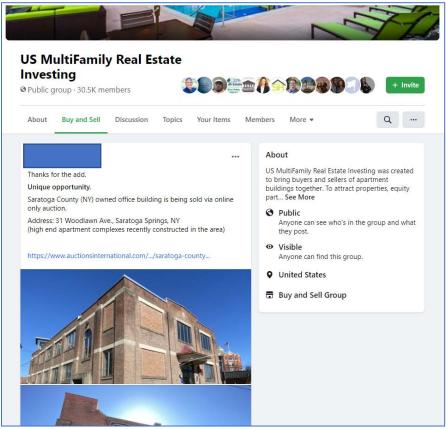


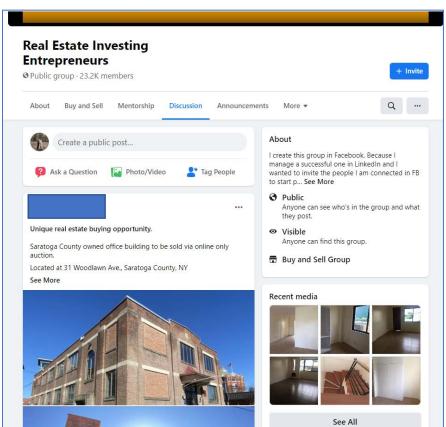
Detailed Targeting

People Who Match:

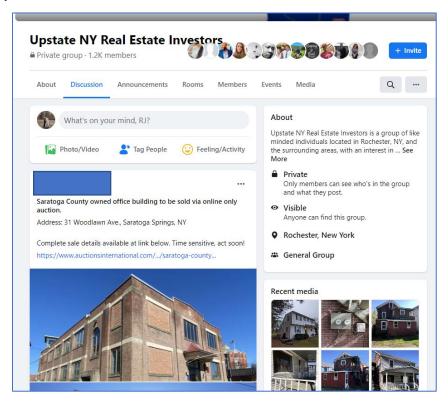
Interests: Real estate investment trust, Investment banking, Commercial
property, Money, Apartment, Property, Small and medium enterprises, Property
finder, Luxury real estate, Creative real estate investing, Real estate
economics, Real estate investment club, Investment management, Trulia,
Investment strategy, Real estate development, Entrepreneurship, Investment,
Business, Real estate investing, Real estate, investor, Economics, Real
property, Zillow, Real estate entrepreneur or Return on investment

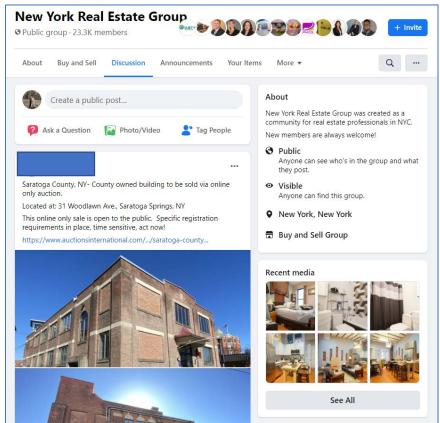
Facebook Group Posts



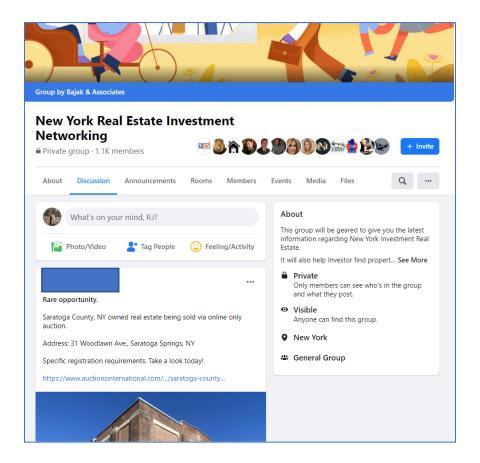


Facebook Group Posts





Facebook Group Posts



GoToAuction.com (ranked #1 of 8993 in the Country as of 4.26.2021)

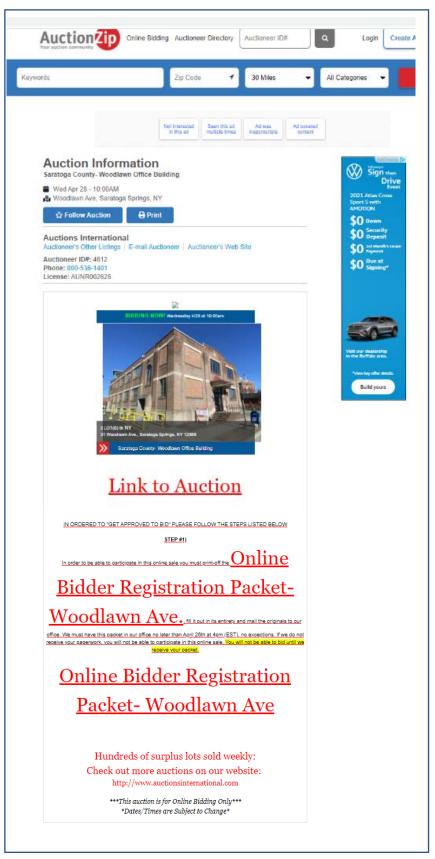












GlobalAuctionGuide.com



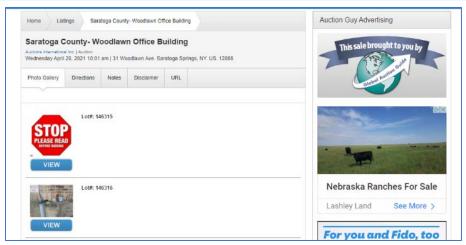




AuctionGuy.com









SARATOGA COUNTY AGENDA ITEM REQUEST FORM

TO:	Steve Bulger, County Administrator Mike Hartnett, County Attorney Pam Wright, Clerk of the Board			
CC:	Jason Kemper, Planning Director Therese Connolly, Deputy Clerk of the Board Matt Rose, Management Analyst Clare Giammusso, Confidential Secretary/County Attorney's Office			
FROM	1: Roger J. Schiera & William Fruci - Commissioners of Elections			
DATE	: April 26, 2021			
RE:	Warehouse Lease Renewal			
COM	MITTEE: Buildings & Grpunds			
1.	Is a Resolution Required: YES or NO (If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item			
2.	Is a Budget Amendment needed: (If yes, budget lines and impact must be provided)			
	No impact on 2021 budget.			
3.	Are there Amendments to the Compensation Schedule: (If yes, provide details)			
	No.			
4.	Specific details on what the resolution will authorize:			
	Since 2010, the board of elections has leased space from WAM Commercial Associates, LLC for secure storage of voting machines and related materials. The current lease term will expire on08/31/2021. The resolution will extend the lease for five years until 08/31/2026.			
5.	Does this item require hiring a Vendors/Contractors: a. Were bids/proposals solicited: No b. Is the vendor/contractor a sole source: Yes c. Commencement date of contract term: 08/31/2010 d. Termination of contract date: 08/31/2021 e. Contract renewal and term: 08/31/2026 f. Contact information: WAM Commercial Associates, LLC,27 Kent St., Ste. 101,Ballston Spa, NY 12020 g. Is the vendor/contractor an LLS, PLLC or partnership: LLC h. State of vendor/contractor organization: NY i. Is this a renewal agreement: YYES or NO j. Vendor/Contractor comment/remarks: This space is 7,000sq/ft. with heat and A/C and alarm system located one mile from the board of elections office. AllI utilities are included oin the rent.			



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution:

(If yes, attach the last approved resolution)

- a. What were the terms of the prior resolution
- b. Are the terms changing:
- c. What is the reason for the change in terms:
- 7. Is a new position being created:
 - a. Effective date
 - b. Salary and grade
- 8. Is a new employee being hired:
 - a. Effective date of employment
 - b. Salary and grade
 - c: Appointed position:
 - d. Term:
- 9. Is a grant being accepted:
 - a. Source of grant funding:
 - b. Amount of grant:
 - c. Purpose grant will be used for:
 - d. Equipment and/or services being purchased with the grant:
 - e. Time period grant covers:
- 10. Remarks/Reasoning (Supporting documentation must be attached to this form):

We have had ten years of consistently good experience with WAM. They have been very cooperative and responsive to our needs. The space is ideal for our use and there is no similar space of this size so close to our office. The proposal for lease renewal is very reasonable and calls for no increase in rent in year one, then 2% per year escalation in years two, three and four, then 3% in year five.

WAM Commercial Associates, LLC 27 Kent Street, Suite 101 Ballston Spa, NY 12020 (518) 429-8002 (John) / (518) 791-0545 (Jim)

March 13, 2021

Roger/Bill,

It was good to hear from you both recently. As you know, WAM's five-year lease extension with the Saratoga County Board of Elections (SCBOE) is expiring soon. We would be pleased to have the SCBOE team remain in our facility.

You have requested that we submit an extension proposal that would begin on September 1, 2021. The current lease term will expire on August 31st 2021. The current monthly rent through the end of the term is \$5843/month (all inclusive).

We have reviewed our monthly costs relative to your current space. The current lease pricing takes into account that WAM pays the monthly cost of the gas, electric, water, sewer, security system, property taxes, building insurance and exterior maintenance. The proposed rates below include all of the above cost items.

At this time we can offer the SCBOE/Saratoga County a lease extension option at the following rates:

Five (5) year term:

Monthly	Annually	Period
\$5,843	\$70,116	September 1, 2021-August 31, 2022
\$5,960	\$71,520	September 1, 2022-August 31, 2023
\$6,079	\$72,948	September 1, 2023-August 31, 2024
\$6,200	\$74,400	September 1, 2024-August 31, 2025
\$6,386	\$76,632	September 1, 2025-August 31, 2026

We've taken into account our actual costs over the previous five years and we've also taken into account the type and quality tenant that SCBOE has proven to be. We sincerely hope that SCBOE will join us for the foreseeable future.

Please let us know what we can do to help in procuring a new lease extension with the county.

Regards,

John Bowen john@wamcomm.com



grad octstad Bowman at Tohn Bowman 8/20/10

SARATOGA COUNTY ATTORNEY

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

Assistants

MARK M. RIDER County Attorney

STEPHEN M. DORSEY
First Assistant

Telephone: (518) 884-4770 Fax: (518) 884-4720 RICHARD A. KUPFERMAN HUGH G. BURKE PAUL PELAGALLI KAREN D'ANDREA ROBERT D. WILCOX

MEMORANDUM

DATE:

August 25, 2010

TO:

William Fruci, Roger Schiera/Commissioners

Board of Elections

FROM:

Saratoga County Attorney's Office

SUBJECT:

Vendor Name

WAM Commercial Associates, LLC

Vendor Address

27 Kent Street, Suite 101, Ballston Spa, NY 12020

Vendor I.D.#

n/a

Contract Amount

See Agreement Per Res. 151-10

Contract Period

9/1/10 - 8/31/13

Contract I.D.#

n/a

Purpose of agreement:

Lease of WAM Building #4, Suite 403

30 Saratoga Avenue, Ballston Spa, NY 12020

Attached, please find one fully executed copy(s) of the above referenced contract, which has(ve) been executed by the Chairman of the Board of Supervisors on 8/25/10.

Please send this contract to the above named vendor.

Attachments: 1

cc:

Clerk, Board of Supervisors, w/enclosure

County Auditor, w/enclosure

Contract Administrator, w/enclosure

Commercial Lease Agreement

WAM Commercial Associates, LLC, with an office for the transaction of business and address for notices under this agreement of 27 Kent Street, Suite 101, Ballston Spa, N.Y. 12020. Attention, voice and fax: (518)-885-3064, herein called "Landlord",

Leases to Saratoga County, with an office for the transaction of business and address for notices under this agreement of 50 West high St, Ballston Spa N.Y. 12020 (518)-885-5381, attention: Michael Pratt or William Frucci, herein called "Tenant", the following described premises:

WAM building #4, Suite 403, 7,000+/- sq ft located at: 30 Saratoga Ave, Ballston Spa, New York 12020

including the right of to use the Common Building Facilities in common with the landlord, in or around the premises designed and intended for use by the tenants of the Building in common with Landlord and each other, including but not limited to corridors, elevators, fire stairs, telephone and electric closets, telephone trunk lines and electric risers, aisles, walkways, truck docks, plazas, and Building Parking Area to the extent not reserved for exclusive use by Landlord or others, restrooms, service areas, lobbies, landscaped areas and all other common and service areas of the facility intended for such use on the date hereof.

For use as: Storage of Election Machines and on-site training

1. TERM AND RENT

(A) (1) LEASE TERM: 3 years (36 months)

The tenant and/or landlord shall have the right to terminate this lease after the first year, at any time, upon 60 days written notice to the other party without penalty. In the event of such termination, the tenant shall pay prorated rent to the date of termination, at the monthly rate in effect at the date of termination.

- (B) (1) LEASE COMMENCEMENT: September 1st , 2010.
- (B) (2) LEASE EXPIRATION DATE: August 31, 2013.

(C) (1) Rent:

Year 1 st Year	Monthly Installment \$5,320.00	Annual Installment \$63,840	Period September 1, 2010-August 31, 2011
2 nd Year	\$5,480.00	\$65,760	September 1, 2011-August 31, 2012
3 rd Year	\$5,644.00	\$67,728	September 1, 2012-August 31, 2013

(C) (2) L

Utilities, Etc.:		
Heat	Landlord responsibility	
Electricity	Landlord responsibility	
Water	Landlord responsibility	
Gas	Landlord responsibility	
Taxes	Landlord to pay all property taxes	

(D) SECURITY DEPOSIT: There will be no security deposit required

(E) PLACE OF RENT PAYMENT: At the offices of the Landlord as set forth above or such other place as the Landlord may designate. Rent must be mailed to the address listed on the invoice and will be considered received upon the date of its actual receipt.

2. RENT: The premises are demised for the Total Rent for the Lease Term, payable at the time of the making of this lease and that the provisions contained for the payment of such rent in installments are for the convenience of the

Initially / WHI

Tenant only, and that upon default in payment of such rent in installments as permitted, together with such notice and right to cure as are specified herein, then the entire rent reserved for the whole of the periods and then remaining unpaid shall at once become due and payable upon demand. Commencing on the Lease Commencement Date and subject to the provisions of this Lease, Tenant shall pay the Total Rent in advance in equal monthly installments of Monthly Rent plus such Added rent as may be due, as set forth above, without any deduction or setoff whatsoever, (except as otherwise referenced in this paragraph), on the first day of each and every month during the term of this lease and for any holdover period. Payment of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account and shall not constitute accord and satisfaction, nor a forfeit of the right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. The Landlord may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease. Upon the termination of this lease, the full amount of Total Rent plus whatever Added Rent might have accrued, with deduction and setoff only for amounts actually paid, will be immediately due and payable and considered rent to be paid as set forth in this agreement.

3. <u>TIME OF PAYMENT/LATE PAYMENT:</u> All payments are due in advance on the <u>first day</u> of each month unless otherwise agreed to by both parties.

4. QUIET ENJOYMENT: The Landlord covenants that the Tenant, on paying the rent reserved, and performing all the covenants, agreements and conditions hereof, shall, during the demised term, peaceably and quietly have, hold and enjoy the demised premises; provided, however, that no eviction of the Tenant by reason of the foreclosure of any mortgage now or hereafter on the demised premises shall be construed as a breach of this covenant, nor shall any action for this reason be brought against the Landlord. It is provided further, that no eviction of the Tenant for any reason whatsoever, after the Landlord shall have conveyed the fee of the demised premises, shall be construed as a breach of this covenant and no action therefore shall be brought against the Landlord.

- 5. <u>TENANT'S OBLIGATIONS</u>: Tenant agrees as follows: (a) to pay rent and added rent as due and for any holdover period and to deliver possession of the premises to Landlord upon termination of this lease in the same condition as received, ordinary wear and tear excepted; (b) to use the premises in a quiet and orderly fashion without disturbance to other Tenants in the building and not to suffer or permit any violations of laws or ordinances therein; (c) not to assign or sublet without prior consent to Landlord, which Landlord agrees will not be unreasonably withheld (transfer by merger, consolidation or liquidation, or any change in ownership in non-publicly traded stock or power to vote of a majority of its outstanding voting stock shall all constitute an assignment); (d) not to suffer the filing of any lien or encumbrance against any part of the premises; (e) to occupy and use of the premises let.
- 6. <u>LANDLORD'S REMEDIES</u>: Landlord may terminate this lease and enter and take possession of the premises from Tenant, all without waiving any rights which it may have at law hereunder, without further notice or demand (all such notices and demands being hereby waived) following any of these events: (a) that Tenant should fail to pay rent due hereunder within 30 days following written notice of default therein or (b) that Tenant shall fail to cure any other violation of its covenants contained in this lease, within 30 days after written notice thereof. (c) upon the bulk sale of the Tenant's assets; the Tenant's insolvency; final preparation of a petition if there is a subsequent filling of a petition in bankruptcy; the adjudication of Tenant as a bankrupt; or the appointment of a receiver of its property then in any of those events, the lease shall be deemed to be terminated as of the occurrence of the first of the aforementioned events. Notwithstanding the foregoing, Landlord and Tenant agree that these rights are cumulative and in addition to the rights Landlord possesses at law and that Landlord may commence an action or proceeding to recover the premises and obtain a judgment for damages in whatever shorter period is authorized by law.

Following any required notice and opportunity to cure, or the termination of the lease, Landlord may, but shall not be obligated to, cure at any time, without notice, any failure of performance by Tenant under this Lease (including, without limitation, any failure to make any repair to the Premises or equipment therein as required by this Lease or the placement of any lien); and whenever Landlord so elects, all costs and expenses incurred by Landlord in curing a failure of performance including, without limitation, including reasonable attorneys' fees and paid by Tenant to Landlord on demand, and shall be recoverable as Additional Rent.

No consent or waiver, express or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty unless in writing signed by Landlord.

7. <u>UNTENANTABILITY:</u> If the premises, or any building of which the premises is a part or any portion thereof, are made un-tenantable by fire, the elements or other casualty, rent for the entire premises or affected portion thereof shall abate from the date of such casualty to restoration of tenantability. Landlord shall restore the same with all reasonable speed, and if Landlord does not restore the premises or the affected portion to tenantability within sixty

Initial 3 / WHP

Page 2

days thereafter, Tenant may then terminate this lease, retroactive to the date of casualty. If the premises are more than fifty percent destroyed by such casualty either Landlord or Tenant may terminate this lease, retroactive to such date, by written notice delivered within thirty days thereafter; failing such notice, Landlord shall restore the premises to tenantability within ninety days of such casualty and rent shall abate from the date of casualty.

- 8. <u>USE OF PREMISES:</u> Tenant will use the premises only for the permitted use and lawful purpose stated above.
- 9. <u>DELIVERY OF POSSESSION</u>: If Landlord fails or is unable to deliver possession of the premises in Tenantable condition on the date of commencement of the term, and then the monthly rent shall abate until the completion of Tenantable conditions. If such Tenantable conditions are not completed within sixty days after the specified date of commencement of the term, Tenant shall have an option to cancel this lease.
- 10. <u>INSPECTION:</u> Landlord has the right upon reasonable notice to enter the premises for reasonable inspections, and to show the same to prospective Tenants during the last ninety days of the term.
- 11. <u>LIABILITY/INSURANCE</u>: Tenant waives all claims against Landlord for damages to the property of Tenant and, as may be merited by law, personal injury, in or about the premises. Tenant shall at its own expense maintain property, fire, all risk and peril, workers compensation and liability insurance on the leased premises in an amount equal to \$1MM naming Landlord as an additional insured and shall produce certificates of such insurance coverage at the commencement of the lease term. Tenant agrees to indemnify and hold Landlord harmless from any claims or actions brought by Tenant's invitee's unless caused by the negligence or failure to act of Landlord or it's agents or employees. Tenant will not do, omit to do, or suffer to be done or keep or suffer to be kept anything in, upon or about the Demised Premises which will violate the provisions of Landlord's policies insuring against loss or damage by fire or other hazards (including but not limited to, public liability), adversely affect insurance premiums or prevent Landlord from procuring or renewing insurance policies in companies acceptable to Landlord.
- 12. MAINTENANCE, REPAIR and ALTERATION: Subject only to Tenant's liability to repair damage caused by the negligence of Tenant or the negligence of its agents, employees or occupants, Landlord shall at its expense maintain and keep in repair the exterior building and leased premises including the interior, plumbing, heating, water pipes, plastering and flooring therein, except only those installations, if any, provided by Tenant. Landlord shall be responsible, at its sole cost, for all common area maintenance expenses, including but not limited to cleaning of common areas, landscaping, and snow removal. Tenant shall be responsible for cleaning services to the Demised Premises and its own waste removal. Notwithstanding the foregoing, Tenant shall be responsible to repair any damage to walls, floors, ceilings and hardware caused by the negligence or misuse of equipment (such as, but not limited to forklift, pallet jack etc.) by tenant. At the termination of the tenancy, Tenant shall peaceably surrender the Demised Premises in the same condition of cleanliness, repair, and order as the Demised Premises were in upon the commencement of business under this Lease, reasonable wear and tear excepted, and tenant shall surrender all keys for the Demised Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Demised Premises.

No alteration, addition, or improvement to the leased property shall be made by the Tenant without the written consent of the Landlord. Any alteration, addition, or improvement made, and any fixtures installed, by the Tenant after such consent is given, shall at the Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this lease; provided, however, that the Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon termination of this lease.

- 13. <u>SIGNS:</u> Landlord will not unreasonably withhold consent to Tenant's erection of signs as are reasonably necessary to Tenant's business and are in keeping with the standards maintained in the building so long as said signage conforms to the Zoning Law of the Village of Ballston Spa. All signage must have Landlord's written approval before installation/erection.
- 14. <u>HOLDING OVER</u>: If Tenant shall remain in the demised premises after the expiration of this lease, or following its termination, without having executed an extension of this lease or a new written lease, then Landlord shall have the option to treat Tenant either (a) as one not lawfully entitled to possession of the premises and shall thereupon be entitled to take all lawful action for Tenant's immediate removal there from, or (b) as Tenant for the next ensuing calendar month and for each separate ensuing calendar month thereafter, in which case said tenancy may be terminated by either Landlord or Tenant as of the end of any calendar month upon thirty days prior written notice and Tenant shall pay monthly rent at the rate herein specified for each such month. No such holding over shall give rise, whether by operation of law or otherwise, to any other term or tenancy than that set forth in this paragraph. Rent and added rent shall be upon the same terms as were in effect immediately prior to the holdover, regardless of whether Tenant is treated as someone not lawfully in possession or a month-to-month Tenant. Notwithstanding the foregoing, Landlord may after the terms of the Lease upon 30 days notice, commencing on the first day of a month,

Initial / WHP

- 15. <u>CONDEMNATION</u>: If any portion of the premises or any portion of the building of which the premises is a part or the access thereto is condemned and if, the remainder is inadequate, then Landlord or Tenant shall have the option (to be exercised within 90 days following written notice of the area to be condemned) to cancel this lease as of the effective date of condemnation. If any characteristics of the premises are made less desirable by condemnation and Tenant elects not to cancel, then there shall be an equitable adjustment of rent to reflect such fact for the balance of the term.
- 16. <u>ATTORNEY FEES:</u> Tenant will be required to pay all Landlord's reasonable attorney fees, actual costs and expenses incurred in the connection with the enforcement of any provisions of this lease or its defense related to this leasehold or Tenant's occupancy, actions or inaction, which, if the lease has not been terminated, shall be added to rent and due with the next succeeding rental installment, or if the lease is terminated, immediately due.

 17. <u>RENEWAL:</u> Tenant shall have option to renew this lease for three additional years under the same terms as this agreement, payable in annual installments of the third years rent plus 5% and increasing by 3.5% for each subsequent renewal year. In order to exercise this option, Tenant shall provide written notice to Landlord no later than sixty (60) days prior to the expiration of the initial term.
- 18. <u>SUBORDINATION</u>: This lease shall be subject and subordinate to any and all mortgages and other instruments in the nature of a mortgage, now or at any time hereafter affecting all or any portion of the leased premises, and Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages or other such instruments in the nature of a mortgage Agreement of even date herewith.
- 19. <u>FACILITY SECURITY:</u> Tenant will ensure that the building and all access doors are locked and secured at the end of each day. Security of the facility and the site is paramount and must not be compromised.
- 20. NOTICE AND DESIGNATION OF AGENT FOR SERVICE: Any notice to tenant must be served by certified or registered mail, postage prepaid, addressed to Tenant at the address first hereinabove given or at such address as Tenant may designate by written notice. Any notice to be provided hereunder shall be to the person and place set forth above, and Tenant hereby designates the person to whom its notice is to be directed as agent for service of process with the address as stated above. Notices under this lease may be served upon Tenant at the facsimile number set forth above and shall be deemed received for purposes of this lease at the time it is sent to that phone number by Landlord or its agent or five days after it is mailed. Any notice to Landlord must be served by Certified or Registered Mail, postage prepaid, addressed to Landlord at the address first hereinabove given or at such other address as Landlord may designate by written notice.
- 21. HAZARDOUS SUBSTANCES: Tenant shall not bring, keep, discharge or release or permit to be brought, kept, discharged or released, in or from the Premises or the Building any Hazardous Materials except in compliance with all applicable federal, state and local laws, regulations or ordinances. "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any other contaminant or pollutant which is or becomes regulated by any federal, state or local law, ordinance, rule or regulation and shall include asbestos and petroleum products. Any Hazardous Materials shall be used, kept, stored and disposed of in accordance with all applicable federal, state and local law and regulation. Tenant shall comply with all federal, state and local reporting and disclosure requirements with respect to Hazardous Materials applicable in its business operations on the Premises. Upon the written request of Landlord, Tenant shall provide periodic written reports of the type and quantities of any and all Hazardous Materials, waste and contaminants (whether or not believed by Tenant to be Hazardous Materials) used, stored or being disposed of by Tenant in or from the Premises. Tenant agrees to defend or provide a defense, at Landlord's option, indemnify and hold harmless Landlord from any claims, costs, expenses, fines, penalties, or obligations made as a result of the presence of any hazardous substances as set forth above.
- 22. <u>RULES AND REGULATIONS/SIGNAGE</u>: Landlord agrees that in carrying out the rules and regulations applicable to all of Landlord's tenants in the building, Tenant shall not be discriminated against, and Tenant covenants and agrees that Tenant shall comply with reasonable rules and regulations set by Landlord from time to time for operation of the building, including the following: (a) no sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted or affixed to any part of the Demised Premises or the inside of the building of which they form a part; (b) all loading and unloading of goods shall be done only at such times, in the areas and through the entrances, designated for such purpose by Landlord; (c) Tenant shall dispose of refuse and garbage, at tenant's expense. Tenant shall comply with all recycling laws in effect during the term of this lease and any extensions or renewals thereof; (d) the common areas immediately adjoining the Demised Premises shall be kept clean by Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas; (e) nothing is to be attached or placed on the roof or the exterior walls of the Demised Premises and Tenant's access to the roof shall be limited to inspection for damages only; (f) all signs erected on the outside of the Demised Premises shall be submitted to the

Initial / WHP

Landlord for prior approval and shall be consistent in design, quality, character, in the sole determination of the Landlord, and furthermore, shall comply with the following requirements. All signage shall be approved by the Landlord.

- 23. PARKING. Landlord shall provide parking at the Demised Premises for Tenant's use. Additionally, Tenant shall have the use of any available parking spaces for employee -use.
- 24. PAYMENT OF TAXES Landlord shall pay all of the real estate taxes, assessments, taxes and county taxes, which at any time prior to or during the term of this Lease may be assessed or imposed upon the Premises.
- 25. SEPERABILITY: If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 26. BINDING UPON SUCCESSORS. All the terms, covenants and conditions herein contained shall bind and inure to the benefit of and be binding on the parties hereto, their heirs, executors, administrators, successors and assigns.
- 27. WAIVER OF TRIAL BY JURY/ COUNTERCLAIM. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any emergency statutory or any other statutory remedy, including, without limitation, any summary proceeding to recover possession of the Premises or any action based on nonpayment of Rent or any other payment required of Tenant hereunder. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in any such summary proceeding or action (except a counterclaim which would be waived if not so brought) or seek to consolidate such summary proceeding with any other action or proceeding.
- 28. <u>AUTHORITY</u>: The persons executing this agreement represent that they have full authority to enter into this agreement and bind the party whom they represent.
- 29. ENTIRE AGREEMENT. This Lease Agreement contains the entire Agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect. This Agreement shall be governed, enforced and interpreted under the laws of the State of New York, with venue in a court in Saratoga County.
- 30. DETAIL OF RESPONSIBILITIES: The Landlord and Tenant agree to the following details:

Upon the signing of a lease with Saratoga County, WAM will install an air conditioning system sized to cool the 7000 sq-ft space to a level similar to that found in office spaces.

- Suite 403 currently contains nineteen (19) duplex receptacles, which ring the space. WAM, at their own expense will convert the 19 duplex receptacles to quad receptacles. In addition WAM will add five (5) quad outlets to the common wall separating suites 402 and 403. All outlets are 110V. This should be sufficient to provide for periodic battery charging.
- Included in the above rent will be the following:
 - Heat О
 - Electricity 0
 - All exterior site maintenance (snow removal, lawn care, exterior lighting)
 - Water and Sewer
 - Security alarm O
 - Taxes (Town, Village, County and School)

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the date first above written, hereby binding their respective successors, assigns heirs, executors and administrators.

WAM Commercial Associates LLC

Initial /3/WHP

BY: JOhn BOWEL.

8/28/10 Date

Saratoga County

BY: Willard H. Peck

8-25-10 Date

Initial / WHF



SARATOGA COUNTY ATTORNEY

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

Assistants

STEPHEN M. DORSEY

County Attorney

HUGH G. BURKE
First Assistant

Telephone: (518) 884-4770

(518) 884-4720

KAREN D'ANDREA ROBERT D. WILCOX MARY BETH HYNES GEORGE P. CONWAY

MEMORANDUM

DATE:

August 14, 2013

TO:

William Fruci, Roger Schiera/Commissioners

Board of Elections

FROM:

Saratoga County Attorney's Office

LEASE AMENDMENT

SUBJECT:

Vendor Name

WAM Commercial Associates, LLC

Vendor Address

27 Kent St., Suite 101, Ballston Spa, NY 12020

Vendor I.D.#

n/a

Contract Period

9/1/13 -- 8/31/16

Contract Amount

See Lease

Per Res. 141-13

Contract I.D.#

N/A

Purpose of agreement:

Renewal of Lease for 30 Saratoga Road,

Ballston Spa

We have received two fully executed originals of the above referenced lease from WAM Commercial Associates. These originals will be forwarded to the following departments for further processing: Clerk, Board of Supervisors, County Auditor.

Enclosed is a photocopy for your files.

LEASE AMENDMENT FOR COUNTY OF SARATOGA

THIS AMENDMENT to the original Lease Agreement, commencing September 1, 2010 and expiring August 31, 2013 between WAM Commercial Associates LLC ("Landlord"), a Limited Liability Company organized and existing under the laws of the State of New York with its principal place of business at 27 Kent St. Suite 101, Ballston Spa, NY 12020; and County of Saratoga, acting by and through its Saratoga County Board of Elections ("Tenant"), with its principal place of business at 50 West High St., Ballston Spa, NY 12020 with respect to leased space at 30 Saratoga Ave., Ballston Spa, NY 10202 with the following terms and conditions:

Expiration Date of Lease: The expiration date of the original lease shall be extended to August 31, 2016 with the following changes;

Monthly Rent: The monthly rent shall be adjusted as follows:

Monthly	Annually	Period
\$4,975	\$59,700	September 1, 2013- August 31, 2014
\$5,124	\$61,488	September 1, 2014- August 31, 2015
\$5,278	\$63,336	September 1, 2015- August 31, 2016

All other terms and conditions of the original lease shall remain the same. (See attached)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives effective as of the date set forth below.

	Landiday. WANT Commercial Associates Elec-
By:	Il Boan
Title:	Vin President
Date:	8/6/13
By:	Tenant: County of Saratoga, acting by and through its Saratoga County Board of Elections
Title:	Han R. Graffidge Chairman, Saratoga County Board of Supervisors
Date:	7/29/13 Pursuant to Resolution 141-13
APPR	OVED AS TO FORM AND CONTENT:

Saratoga County Attorney

Commercial Lease Agreement

WAM Commercial Associates, LLC, with an office for the transaction of business and address for notices under this agreement of 27 Kent Street, Suite 101, Ballston Spa, N.Y. 12020. Attention, voice and fax: (518)-885-3064, herein called "Landlord".

Leases to Saratoga County, with an office for the transaction of business and address for notices under this agreement of 50 West high St, Ballston Spa N.Y. 12020 (518)-885-5381, attention: Michael Pratt or William Frucci, herein called "Tenant", the following described premises:

WAM building #4, Suite 403, 7,000+/- sq ft located at: 30 Saratoga Ave, Ballston Spa, New York 12020

including the right of to use the Common Building Facilities in common with the landlord, in or around the premises designed and intended for use by the tenants of the Building in common with Landlord and each other, including but not limited to corridors, elevators, fire stairs, telephone and electric closets, telephone trunk lines and electric risers, aisles, walkways, truck docks, plazas, and Building Parking Area to the extent not reserved for exclusive use by Landlord or others, restrooms, service areas, lobbies, landscaped areas and all other common and service areas of the facility intended for such use on the date hereof.

For use as: Storage of Election Machines and on-site training

1. TERM AND RENT

(A) (1) LEASE TERM: 3 years (36 months)

The tenant and/or landlord shall have the right to terminate this lease after the first year, at any time, upon 60 days written notice to the other party without penalty. In the event of such termination, the tenant shall pay prorated rent to the date of termination, at the monthly rate in effect at the date of termination.

- (B) (1) LEASE COMMENCEMENT: September 1st , 2010.
- (B) (2) LEASE EXPIRATION DATE: August 31, 2013.
- (C) (1) Rent:

Year	1	Monthly Installment	Annual Installment	Period
1 st Year		\$5,320.00	\$63,840	September 1, 2010-August 31, 2011
2 nd Year		\$5,480.00	\$65,760	September 1, 2011-August 31, 2012
3 rd Year		\$5,644.00	\$67,728	September 1, 2012-August 31, 2013

(C) (2) Utilities, Etc.:

Heat	Landlord responsibility	
Electricity	Landlord responsibility	
Water	Landlord responsibility	
Gas	Landlord responsibility	
Taxes	Landlord to pay all property taxes	

(D) <u>SECURITY DEPOSIT</u>: There will be no security deposit required

(E) PLACE OF RENT PAYMENT: At the offices of the Landlord as set forth above or such other place as the Landlord may designate. Rent must be mailed to the address listed on the invoice and will be considered received upon the date of its actual receipt.

2. <u>RENT</u>: The premises are demised for the Total Rent for the Lease Term, payable at the time of the making of this lease and that the provisions contained for the payment of such rent in installments are for the convenience of the

Initial / Wul

Tenant only, and that upon default in payment of such rent in installments as permitted, together with such notice and right to cure as are specified herein, then the entire rent reserved for the whole of the periods and then remaining unpaid shall at once become due and payable upon demand. Commencing on the Lease Commencement Date and subject to the provisions of this Lease, Tenant shall pay the Total Rent in advance in equal monthly installments of Monthly Rent plus such Added rent as may be due, as set forth above, without any deduction or setoff whatsoever, (except as otherwise referenced in this paragraph), on the first day of each and every month during the term of this lease and for any holdover period. Payment of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account and shall not constitute accord and satisfaction, nor a forfeit of the right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. The Landlord may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease. Upon the termination of this lease, the full amount of Total Rent plus whatever Added Rent might have accrued, with deduction and setoff only for amounts actually paid, will be immediately due and payable and considered rent to be paid as set forth in this agreement.

3. TIME OF PAYMENT/LATE PAYMENT: All payments are due in advance on the <u>first day</u> of each month unless otherwise agreed to by both parties.

4. QUIET ENJOYMENT: The Landlord covenants that the Tenant, on paying the rent reserved, and performing all the covenants, agreements and conditions hereof, shall, during the demised term, peaceably and quietly have, hold and enjoy the demised premises; provided, however, that no eviction of the Tenant by reason of the foreclosure of any mortgage now or hereafter on the demised premises shall be construed as a breach of this covenant, nor shall any action for this reason be brought against the Landlord. It is provided further, that no eviction of the Tenant for any reason whatsoever, after the Landlord shall have conveyed the fee of the demised premises, shall be construed as a breach of this covenant and no action therefore shall be brought against the Landlord.

- 5. TENANT'S OBLIGATIONS: Tenant agrees as follows: (a) to pay rent and added rent as due and for any holdover period and to deliver possession of the premises to Landlord upon termination of this lease in the same condition as received, ordinary wear and tear excepted; (b) to use the premises in a quiet and orderly fashion without disturbance to other Tenants in the building and not to suffer or permit any violations of laws or ordinances therein; (c) not to assign or sublet without prior consent to Landlord, which Landlord agrees will not be unreasonably withheld (transfer by merger, consolidation or liquidation, or any change in ownership in non-publicly traded stock or power to vote of a majority of its outstanding voting stock shall all constitute an assignment); (d) not to suffer the filing of any lien or encumbrance against any part of the premises; (e) to occupy and use of the premises let.
- 6. LANDLORD'S REMEDIES: Landlord may terminate this lease and enter and take possession of the premises from Tenant, all without waiving any rights which it may have at law hereunder, without further notice or demand (all such notices and demands being hereby waived) following any of these events: (a) that Tenant should fail to pay rent due hereunder within 30 days following written notice of default therein or (b) that Tenant shall fail to cure any other violation of its covenants contained in this lease, within 30 days after written notice thereof. (c) upon the bulk sale of the Tenant's assets; the Tenant's insolvency; final preparation of a petition if there is a subsequent filling of a petition in bankruptcy; the adjudication of Tenant as a bankrupt; or the appointment of a receiver of its property then in any of those events, the lease shall be deemed to be terminated as of the occurrence of the first of the aforementioned events. Notwithstanding the foregoing, Landlord and Tenant agree that these rights are cumulative and in addition to the rights Landlord possesses at law and that Landlord may commence an action or proceeding to recover the premises and obtain a judgment for damages in whatever shorter period is authorized by law.

Following any required notice and opportunity to cure, or the termination of the lease, Landlord may, but shall not be obligated to, cure at any time, without notice, any failure of performance by Tenant under this Lease (including, without limitation, any failure to make any repair to the Premises or equipment therein as required by this Lease or the placement of any lien); and whenever Landlord so elects, all costs and expenses incurred by Landlord in curing a failure of performance including, without limitation, including reasonable attorneys' fees and paid by Tenant to Landlord on demand, and shall be recoverable as Additional Rent.

No consent or waiver, express or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty unless in writing signed by Landlord.

7. <u>UNTENANTABILITY:</u> If the premises, or any building of which the premises is a part or any portion thereof, are made un-tenantable by fire, the elements or other casualty, rent for the entire premises or affected portion thereof shall abate from the date of such casualty to restoration of tenantability. Landlord shall restore the same with all reasonable speed, and if Landlord does not restore the premises or the affected portion to tenantability within sixty

Initial B/WHP

days thereafter, Tenant may then terminate this lease, retroactive to the date of casualty. If the premises are more than fifty percent destroyed by such casualty either Landlord or Tenant may terminate this lease, retroactive to such date, by written notice delivered within thirty days thereafter; failing such notice, Landlord shall restore the premises to tenantability within ninety days of such casualty and rent shall abate from the date of casualty.

- 8. <u>USE OF PREMISES:</u> Tenant will use the premises only for the permitted use and lawful purpose stated above.
- 9. <u>DELIVERY OF POSSESSION</u>: If Landlord fails or is unable to deliver possession of the premises in Tenantable condition on the date of commencement of the term, and then the monthly rent shall abate until the completion of Tenantable conditions. If such Tenantable conditions are not completed within sixty days after the specified date of commencement of the term, Tenant shall have an option to cancel this lease.
- 10. <u>INSPECTION:</u> Landlord has the right upon reasonable notice to enter the premises for reasonable inspections, and to show the same to prospective Tenants during the last ninety days of the term.
- 11. <u>LIABILITY/INSURANCE:</u> Tenant waives all claims against Landlord for damages to the property of Tenant and, as may be merited by law, personal injury, in or about the premises. Tenant shall at its own expense maintain property, fire, all risk and peril, workers compensation and liability insurance on the leased premises in an amount equal to \$1MM naming Landlord as an additional insured and shall produce certificates of such insurance coverage at the commencement of the lease term. Tenant agrees to indemnify and hold Landlord harmless from any claims or actions brought by Tenant's invitee's unless caused by the negligence or failure to act of Landlord or it's agents or employees. Tenant will not do, omit to do, or suffer to be done or keep or suffer to be kept anything in, upon or about the Demised Premises which will violate the provisions of Landlord's policies insuring against loss or damage by fire or other hazards (including but not limited to, public liability), adversely affect insurance premiums or prevent Landlord from procuring or renewing insurance policies in companies acceptable to Landlord.
- 12. MAINTENANCE, REPAIR and ALTERATION: Subject only to Tenant's liability to repair damage caused by the negligence of Tenant or the negligence of its agents, employees or occupants, Landlord shall at its expense maintain and keep in repair the exterior building and leased premises including the interior, plumbing, heating, water pipes, plastering and flooring therein, except only those installations, if any, provided by Tenant. Landlord shall be responsible, at its sole cost, for all common area maintenance expenses, including but not limited to cleaning of common areas, landscaping, and snow removal. Tenant shall be responsible for cleaning services to the Demised Premises and its own waste removal. Notwithstanding the foregoing, Tenant shall be responsible to repair any damage to walls, floors, ceilings and hardware caused by the negligence or misuse of equipment (such as, but not limited to forklift, pallet jack etc.) by tenant. At the termination of the tenancy, Tenant shall peaceably surrender the Demised Premises in the same condition of cleanliness, repair, and order as the Demised Premises were in upon the commencement of business under this Lease, reasonable wear and tear excepted, and tenant shall surrender all keys for the Demised Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Demised Premises.

No alteration, addition, or improvement to the leased property shall be made by the Tenant without the written consent of the Landlord. Any alteration, addition, or improvement made, and any fixtures installed, by the Tenant after such consent is given, shall at the Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this lease; provided, however, that the Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon termination of this lease.

- 13. <u>SIGNS:</u> Landlord will not unreasonably withhold consent to Tenant's erection of signs as are reasonably necessary to Tenant's business and are in keeping with the standards maintained in the building so long as said signage conforms to the Zoning Law of the Village of Ballston Spa. All signage must have Landlord's written approval before installation/erection.
- 14. <u>HOLDING OVER</u>: If Tenant shall remain in the demised premises after the expiration of this lease, or following its termination, without having executed an extension of this lease or a new written lease, then Landlord shall have the option to treat Tenant either (a) as one not lawfully entitled to possession of the premises and shall thereupon be entitled to take all lawful action for Tenant's immediate removal there from, or (b) as Tenant for the next ensuing calendar month and for each separate ensuing calendar month thereafter, in which case said tenancy may be terminated by either Landlord or Tenant as of the end of any calendar month upon thirty days prior written notice and Tenant shall pay monthly rent at the rate herein specified for each such month. No such holding over shall give rise, whether by operation of law or otherwise, to any other term or tenancy than that set forth in this paragraph. Rent and added rent shall be upon the same terms as were in effect immediately prior to the holdover, regardless of whether Tenant is treated as someone not lawfully in possession or a month-to-month Tenant. Notwithstanding the foregoing, Landlord may alter the terms of the Lease upon 30 days notice, commencing on the first day of a month,

Initial / NHP

- 15. <u>CONDEMNATION</u>: If any portion of the premises or any portion of the building of which the premises is a part or the access thereto is condemned and if, the remainder is inadequate, then Landlord or Tenant shall have the option (to be exercised within 90 days following written notice of the area to be condemned) to cancel this lease as of the effective date of condemnation. If any characteristics of the premises are made less desirable by condemnation and Tenant elects not to cancel, then there shall be an equitable adjustment of rent to reflect such fact for the balance of the term.
- 16. <u>ATTORNEY FEES</u>: Tenant will be required to pay all Landlord's reasonable attorney fees, actual costs and expenses incurred in the connection with the enforcement of any provisions of this lease or its defense related to this leasehold or Tenant's occupancy, actions or inaction, which, if the lease has not been terminated, shall be added to rent and due with the next succeeding rental installment, or if the lease is terminated, immediately due.
- 17. <u>RENEWAL</u>: Tenant shall have option to renew this lease for three additional years under the same terms as this agreement, payable in annual installments of the third years rent plus 5% and increasing by 3.5% for each subsequent renewal year. In order to exercise this option, Tenant shall provide written notice to Landlord no later than sixty (60) days prior to the expiration of the initial term.
- 18. <u>SUBORDINATION</u>: This lease shall be subject and subordinate to any and all mortgages and other instruments in the nature of a mortgage, now or at any time hereafter affecting all or any portion of the leased premises, and Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages or other such instruments in the nature of a mortgage Agreement of even date herewith.
- 19. <u>FACILITY SECURITY:</u> Tenant will ensure that the building and all access doors are locked and secured at the end of each day. Security of the facility and the site is paramount and must not be compromised.
- 20. NOTICE AND DESIGNATION OF AGENT FOR SERVICE: Any notice to tenant must be served by certified or registered mail, postage prepaid, addressed to Tenant at the address first hereinabove given or at such address as Tenant may designate by written notice. Any notice to be provided hereunder shall be to the person and place set forth above, and Tenant hereby designates the person to whom its notice is to be directed as agent for service of process with the address as stated above. Notices under this lease may be served upon Tenant at the facsimile number set forth above and shall be deemed received for purposes of this lease at the time it is sent to that phone number by Landlord or its agent or five days after it is mailed. Any notice to Landlord must be served by Certified or Registered Mail, postage prepaid, addressed to Landlord at the address first hereinabove given or at such other address as Landlord may designate by written notice.
- 21. <u>HAZARDOUS SUBSTANCES</u>: Tenant shall not bring, keep, discharge or release or permit to be brought, kept, discharged or released, in or from the Premises or the Building any Hazardous Materials except in compliance with all applicable federal, state and local laws, regulations or ordinances. "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any other contaminant or pollutant which is or becomes regulated by any federal, state or local law, ordinance, rule or regulation and shall include asbestos and petroleum products. Any Hazardous Materials shall be used, kept, stored and disposed of in accordance with all applicable federal, state and local law and regulation. Tenant shall comply with all federal, state and local reporting and disclosure requirements with respect to Hazardous Materials applicable in its business operations on the Premises. Upon the written request of Landlord, Tenant shall provide periodic written reports of the type and quantities of any and all Hazardous Materials, waste and contaminants (whether or not believed by Tenant to be Hazardous Materials) used, stored or being disposed of by Tenant in or from the Premises. Tenant agrees to defend or provide a defense, at Landlord's option, indemnify and hold harmless Landlord from any claims, costs, expenses, fines, penalties, or obligations made as a result of the presence of any hazardous substances as set forth above.
- 22. RULES AND REGULATIONS/SIGNAGE: Landlord agrees that in carrying out the rules and regulations applicable to all of Landlord's tenants in the building. Tenant shall not be discriminated against, and Tenant covenants and agrees that Tenant shall comply with reasonable rules and regulations set by Landlord from time to time for operation of the building, including the following: (a) no sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted or affixed to any part of the Demised Premises or the inside of the building of which they form a part; (b) all loading and unloading of goods shall be done only at such times, in the areas and through the entrances, designated for such purpose by Landlord; (c) Tenant shall dispose of refuse and garbage, at tenant's expense. Tenant shall comply with all recycling laws in effect during the term of this lease and any extensions or renewals thereof; (d) the common areas immediately adjoining the Demised Premises shall be kept clean by Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas; (e) nothing is to be attached or placed on the roof or the exterior walls of the Demised Premises and Tenant's access to the roof shall be limited to inspection for damages only; (f) all signs erected on the outside of the Demised Premises shall be submitted to the

Initial 13/WHP

Landlord for prior approval and shall be consistent in design, quality, character, in the sole determination of the Landlord, and furthermore, shall comply with the following requirements. All signage shall be approved by the Landlord.

- 23. PARKING. Landlord shall provide parking at the Demised Premises for Tenant's use. Additionally, Tenant shall have the use of any available parking spaces for employee -use.
- 24. PAYMENT OF TAXES Landlord shall pay all of the real estate taxes, assessments, taxes and county taxes, which at any time prior to or during the term of this Lease may be assessed or imposed upon the Premises.
- 25. SEPERABILITY: If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 26. BINDING UPON SUCCESSORS. All the terms, covenants and conditions herein contained shall bind and inure to the benefit of and be binding on the parties hereto, their heirs, executors, administrators, successors and assigns.
- 27. WAIVER OF TRIAL BY JURY/ COUNTERCLAIM. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any emergency statutory or any other statutory remedy, including, without limitation, any summary proceeding to recover possession of the Premises or any action based on nonpayment of Rent or any other payment required of Tenant hereunder. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in any such summary proceeding or action (except a counterclaim which would be waived if not so brought) or seek to consolidate such summary proceeding with any other action or proceeding.
- 28. AUTHORITY: The persons executing this agreement represent that they have full authority to enter into this agreement and bind the party whom they represent.
- 29. ENTIRE AGREEMENT. This Lease Agreement contains the entire Agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect. This Agreement shall be governed, enforced and interpreted under the laws of the State of New York, with venue in a court in Saratoga County.
- 30. DETAIL OF RESPONSIBILITIES: The Landlord and Tenant agree to the following details:

Upon the signing of a lease with Saratoga County, WAM will install an air conditioning system sized to cool the 7000 sq-ft space to a level similar to that found in office spaces.

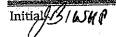
Suite 403 currently contains nineteen (19) duplex receptacles, which ring the space. WAM, at their own expense will convert the 19 duplex receptacles to quad receptacles. In addition WAM will add five (5) quad outlets to the common wall separating suites 402 and 403. All outlets are 110V. This should be sufficient to provide for periodic battery charging.

Included in the above rent will be the following:

- Heat 0
- All exterior site maintenance (snow removal, lawn care, exterior lighting)
- Water and Sewer O
- Security alarm
- Taxes (Town, Village, County and School)

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the date first above written, hereby binding their respective successors, assigns heirs, executors and administrators.

WAM Commercial Associates LLC



BY: John Brisin

8/28/10 Date

Saratoga County

BY: Willard H. Verk

<u>る-25-1</u>0 Date

Initial // WHP

RESOLUTION 151 - 10

Introduced by Supervisors Thompson, Hargrave, Jenkins, M. Johnson, Raymond, Rowland and Wormuth

AUTHORIZING LEASE OF STORAGE SPACE FROM WAM COMMERCIAL ASSOCIATES, LLC FOR BOARD OF ELECTIONS' VOTING EQUIPMENT AND MATERIALS

WHEREAS, the Help America Vote Act (HAVA) requires the County to assume responsibilities formerly belonging to the Towns and Cities in relation to conducting elections, including the custody and care of voting machines and materials; and

WHEREAS, electronic voting machines and materials require specialized storage not available in county facilities; and

WHEREAS, a new location suitable to store these machines and materials is needed; and

WHEREAS, the facility owned by WAM Commercial Associates LLC is the most suitable storage facility available; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute a lease of space with WAM Commercial Associates LLC, of Ballston Spa, New York for the storage of electronic voting machines and materials for the period of September 1, 2010 to August 31, 2013, at a monthly cost of \$5,320 for the first year with an annual increase of 3%, with the condition that the County shall have the right to terminate the lease after the first year without penalty upon 60 days notice to the landlord, the form and substance of said lease subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. The funding is available within the 2010 adopted budget.

RESOLUTION 141-13

Introduced by Supervisors Wright, Barrett, Hargrave, Jenkins, Lewza, Lucia and Raymond

AUTHORIZING RENEWAL OF LEASE OF STORAGE SPACE FROM WAM COMMERCIAL ASSOCIATES, LLC FOR BOARD OF ELECTIONS' VOTING EQUIPMENT AND MATERIALS

WHEREAS, the Help America Vote Act (HAVA) requires the County to assume responsibilities formerly belonging to the Towns and Cities in relation to conducting elections, including the custody and care of voting machines and materials; and

WHEREAS, electronic voting machines and materials require specialized storage not available in county facilities; and

WHEREAS, pursuant to Resolution 151-10, this Board authorized a three year lease of space from WAM Commercial Associates LLC for the storage of electronic voting machines and materials at 30 Saratoga Avenue, Ballston Spa, New York, which lease term is due to expire on August 31, 2013; and

WHEREAS, WAM Commercial Associates LLC has submitted a proposal to renew said lease for an additional term of three years at an 11% reduction from the current rental rate; and

WHEREAS, our Commissioners of Elections and Buildings and Grounds Committee have recommended that WAM's proposal be accepted; and

WHEREAS, the facility owned by WAM Commercial Associates LLC is the most suitable storage facility available; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute a renewal agreement with WAM Commercial Associates LLC of Ballston Spa, New York, for the lease of space for the storage of electronic voting machines and materials at 30 Saratoga Avenue, Ballston Spa, New York, for the period of September 1, 2013 to August 31, 2016, at a monthly cost of \$4,975 for the first year, with annual increases of 3% in each of the second and third years; and be it further

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

<u>BUDGET IMPACT STATEMENT</u>: The first year cost of this lease represents an 11% decrease from the rental fee under the expiring agreement.