

County of  Saratoga
Board of Supervisors

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
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THERESE CONNOLLY
Clerk

Matthew Veitch, Chair
Buildings and Grounds Committee

BUILDINGS AND GROUNDS COMMITTEE

AGENDA

October 4, 2021
4:00 PM

1. Welcome and Attendance.
2. Approve minutes of August 2, 2021
3. Wilton Mall DMV Lease. (Craig Hayner, County Clerk)
4. Any other business.
5. Adjournment.

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
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Craig Hayner, County Clerk

DATE: 9/1/2021

RE: Wilton Mall DMV

COMMITTEE: Buildings & 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: YES or NO
(If yes, budget lines and impact must be provided)
3. Are there Amendments to the Compensation Schedule: YES or NO
(If yes, provide details)
4. Specific details on what the resolution will authorize:
Second Lease Amendment Agreement with two-year extension of term from January 1, 2022 - December 21, 2023 with Wilton Mall, LLC.
5. Does this item require hiring a Vendors/Contractors: YES or NO
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date:
 - e. Contract renewal and term:
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: YES or NO
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(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: YES or NO

- a. Effective date
- b. Salary and grade

8. Is a new employee being hired: YES or NO

- a. Effective date of employment
- b. Salary and grade
- c. Appointed position:
- d. Term:

9. Is a grant being accepted: YES or NO

- 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):

A 2-year approach to leasing represents approximately \$10,000 in savings in Wilton from the current rent we are paying.

The attached 2-year lease represents approximately \$10,000 in savings from the Wilton DMV rent we are currently paying. This 2-year approach to leasing in Wilton is due to the change in foot traffic at the mall and the changes we are seeing with on-line transactions to the state. This approach has saved our county several thousands of dollars over the past 8 years.



7/16/2019

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 164-2019

Introduced by Supervisors Veitch, Barrett, Kusnierz, Peck, Raymond, Smith and Wright

AUTHORIZING A LEASE AMENDMENT AND EXTENSION AGREEMENT WITH WILTON MALL, LLC FOR A SATELLITE OFFICE FOR THE DEPARTMENT OF MOTOR VEHICLES

WHEREAS, pursuant to ~~Resolution # 80-2014~~ ^{Resolution # 164-2019}, the Saratoga County Board of Supervisors authorized a lease amendment and extension agreement with Wilton Mall, LLC for the lease of 2,685 sq. ft. of space in Wilton Mall for a satellite office for the County Department of Motor Vehicles for a term to commence on or about August 1, 2014 and continue through December 31, 2019, at a rental rate of ~~\$20.60~~ ^{\$16.76} per square foot, subject to an annual rate increase commencing January 1, 2016 based on the Consumer Price Index of between 2.5% and 3%, plus an annual fixed cost for electricity of \$4.00 per square foot, subject to an annual increase of 2% commencing January 1, 2016; and

WHEREAS, Wilton Mall, LLC proposes to extend its lease for the 2,685 sq. ft. space for a term of two years commencing ~~January 1, 2020~~ ²⁰²², with an option for one two year extension, at a reduced rental rate of ~~\$20.60~~ ^{\$45,000} per square foot, totaling ~~\$55,311~~ ^{\$3,750.00} per year/ ~~\$4,609.25~~ ^{\$3,750.00} per month, plus: i) an annual fixed cost for electricity of \$4.32 per square foot; and ii) an annual fixed charge for water in the amount of \$420.00 per year/\$35.00 per month subject to annual increases of 2% to said rental rate and fixed electricity charge commencing on January 1, 2021 and an annual increase of 3% to said fixed charge for water commencing on January 1, 2021; and

WHEREAS, the proposed rental rate of ~~\$20.60~~ ^{\$16.76} per square foot for the year ~~2020~~ ²⁰²² is the same rate initially charged by Wilton Mall, LLC when the Department of Motor Vehicles took occupancy of its current location within Wilton Mall in 2014 and;

WHEREAS, our Buildings and Grounds Committee and the County Clerk have recommended the acceptance of Wilton Mall, LLC's proposed lease amendment and extension; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute a lease amendment and extension agreement with Wilton Mall, LLC for the continued lease of 2,685 sq. ft. of space in the Wilton Mall for a satellite office for the County Department of Motor Vehicles for a term of ~~two years commencing on January 1, 2020, with an option for one two year extension~~ ²⁰²², at a rental ~~rate commencing January 1, 2020 of \$20.60 per sq. ft., totaling \$55,311 per year/ \$4,609.25 per month~~ ²⁰²³ ~~plus: i) an annual fixed cost for electricity of \$4.32 per square foot; and ii) an annual fixed charge for water in the amount of \$420.00 per year/\$35.00 per month; subject to annual increases of 2% to said rental rate and fixed electricity charge commencing on January 1, 2021 and an annual increase of 3% to said fixed charge for water commencing on January 1, 2021; and, be it further~~ ^{\$3,750/mo} ^{\$16.76} ^{\$45,000/vr}

SECOND AMENDMENT OF LEASE AGREEMENT

THIS SECOND AMENDMENT OF LEASE AGREEMENT ("Agreement") is made as of _____ ("Effective Date") by and between **WILTON MALL, LLC**, a Delaware limited liability company ("Landlord"), and **COUNTY OF SARATOGA**, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Department of Motor Vehicles ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement made as of June 9, 2014 ("Shopping Center Lease") as amended by that certain First Amendment of Lease Agreement and First Extension of Term made as of August 8, 2019 ("First Amendment") for the lease of certain premises more commonly known as Space F020 ("Premises"), located in the City of Saratoga Springs, County of Saratoga, State of New York, in a commercial project commonly referred to as Wilton Mall ("Center"), all as more particularly set forth in the Lease. The Shopping Center Lease and First Amendment are sometimes collectively referred to as the "Lease".

B. Landlord and Tenant desire by this Agreement to amend the Lease as hereinafter set forth.

TERMS

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning given such terms in the Lease, unless otherwise defined in this Agreement.

2. **Extension of Term.**

2.1. **Extension of Term.** The term of the Lease is extended for 24 months commencing on January 1, 2022 and expiring on December 31, 2023 ("Extension Period"), upon all of the terms, covenants, conditions and rents contained in the Lease, except as otherwise set forth in this Agreement.

2.2. **Condition of Premises.** Tenant acknowledges and agrees that Landlord shall have no obligation to undertake any work of improvement upon the Premises and that Tenant shall continue to lease the Premises for the Term, as hereby extended, in an "As Is" condition; however, nothing in this Section shall be deemed to modify Landlord's repair obligations as set forth in Section 12.1.1 of the Lease.

3. **Amendment of Lease.** The Lease is amended as of the Effective Date, unless another date is expressly provided, as follows:

3.1. **Expiry Date (Section 1.7)** is amended by deleting "December 31, 2021" and replacing it with "December 31, 2023".

3.2. **Fixed Minimum Rent (Section 5.5.1).** The Lease is amended by adding the following to the end of Section 1.8:

Notwithstanding anything to the contrary contained in Sections 1.8 and 5.5.1 of this Lease, commencing on January 1, 2022, Annual Fixed Minimum Rent shall be \$45,000.00 and Monthly Fixed Minimum Rent shall be \$3,750.00. Commencing on January 1, 2023 and on each January 1st thereafter (each such date is sometimes referred to as an "Extended Rent Adjustment Date"), the Fixed Minimum Rent then in effect (or which would then have been in effect absent any abatement or reductions in Fixed Minimum Rent, except for

permanent reductions in Fixed Minimum Rent due to a permanent Taking) shall be increased by 3%.

3.3. **Additional Rent.** Tenant will continue to pay all other items of Additional Rent in accordance with the terms of the Lease.

3.4. **Option to Extend Term.** The Option to Extend Term, as set forth in Section 3.5 of the First Amendment, is deleted in its entirety.

4. **Effect.** Except as expressly modified by this Agreement, the Lease shall remain unchanged and in full force and effect, and nothing in this Agreement shall be deemed to waive or modify any of the provisions of the Lease.

5. **No Offer.** Landlord and Tenant hereby agree that Landlord's submission of this Agreement to Tenant shall not constitute an offer to amend the Lease. This Agreement shall be effective only, and is expressly conditioned, upon the execution of this Agreement by Landlord and Tenant.

6. **Captions.** The captions and Section numbers appearing in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit, amplify, define, construe or describe the scope or intent of the terms or provisions of this Agreement.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Any signature to this Agreement transmitted electronically through DocuSign or by pdf which is certified as authentic by an e-mail from the Tenant shall be deemed an original signature and be binding upon the parties hereto (it being agreed that such electronic signature shall have the same force and effect as an original signature).

8. **Successors.** The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

9. **Tenant's Representations and Release of Landlord.** Tenant represents that it holds the entire tenant interest in the Lease and that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest in the Lease.

10. **Executory Authority.** Each party executing this Agreement hereby represents and warrants that the individual(s) executing this Agreement on behalf of such party has/have full power and authority to bind such party to the terms hereof.

11. **Merger.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and may not be modified or terminated except in writing by all parties hereto.

////SIGNATURE PAGE TO FOLLOW////

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the day and year first above written.

LANDLORD:

WILTON MALL, LLC,
a Delaware limited liability company

By: WILTON SPC, INC.,
a Delaware corporation
its manager

By: _____
Name: Cassie Malayil
Title: VP and Senior Leasing Counsel

TENANT:

SARATOGA COUNTY,
Acting by and through its County Department
of Motor Vehicles

By: _____
Name: _____
Title: Chairman, Board of Supervisors
Pursuant to Resolution _____

APPROVED BY:

By: _____
Title: Saratoga County Attorney
Date: _____