



Buildings & Grounds Committee

Tuesday, July 5, 2022 4PM
40 McMaster Street, Ballston Spa, NY

Chair: Matt Veitch

Members:

Eric Connolly
Joe Grasso-VC
John Lant
Scott Ostrander
Jean Raymond
Mike Smith

- I. Welcome and Attendance
- II. Approval of the minutes of the June 7, 2022 meeting.
- III. Authorizing a land lease with Saratoga County Soil & Water Conservation District – Chad Cooke, Public Works
- IV. Authorizing an amendment to Resolution 103 of 2022 to revise runway broom to front mounted, self-propelled snow blower – Chad Cooke, Public Works
- V. Authorizing a lease with Prime Group for the construction, maintenance and use of an airplane hangar on County land – Chad Cooke, Public Works
- VI. Announcement: Airport Working Group
- VII. Update: Facilities Study
- VIII. Other Business
- IX. Adjournment



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
Stephanie Hodgson, Director of Budget

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

DEPARTMENT: Department of Public Works

DATE: 6/24/22

COMMITTEE: Buildings & Grounds

RE: Land lease with Saratoga County Soil and Water Conservation District

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorizing a lease agreement with Saratoga County Soil and Water Conservation District

3. Specific Details on what the resolution will authorize:

The Saratoga County Soil and Water Conservation District (SCSWCD) is requesting a 9,200 square feet lease hold area on County property located adjacent to DPW facilities at the County Farm Road Complex for the purpose of constructing an equipment storage building. SCSWCD is responsible for all costs associated with construction and maintenance of their storage building. The proposed term is 20 years with an option to renew.

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

County Attorney's Office
Consulted

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

County Administrator's Office
 Consulted

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

--

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

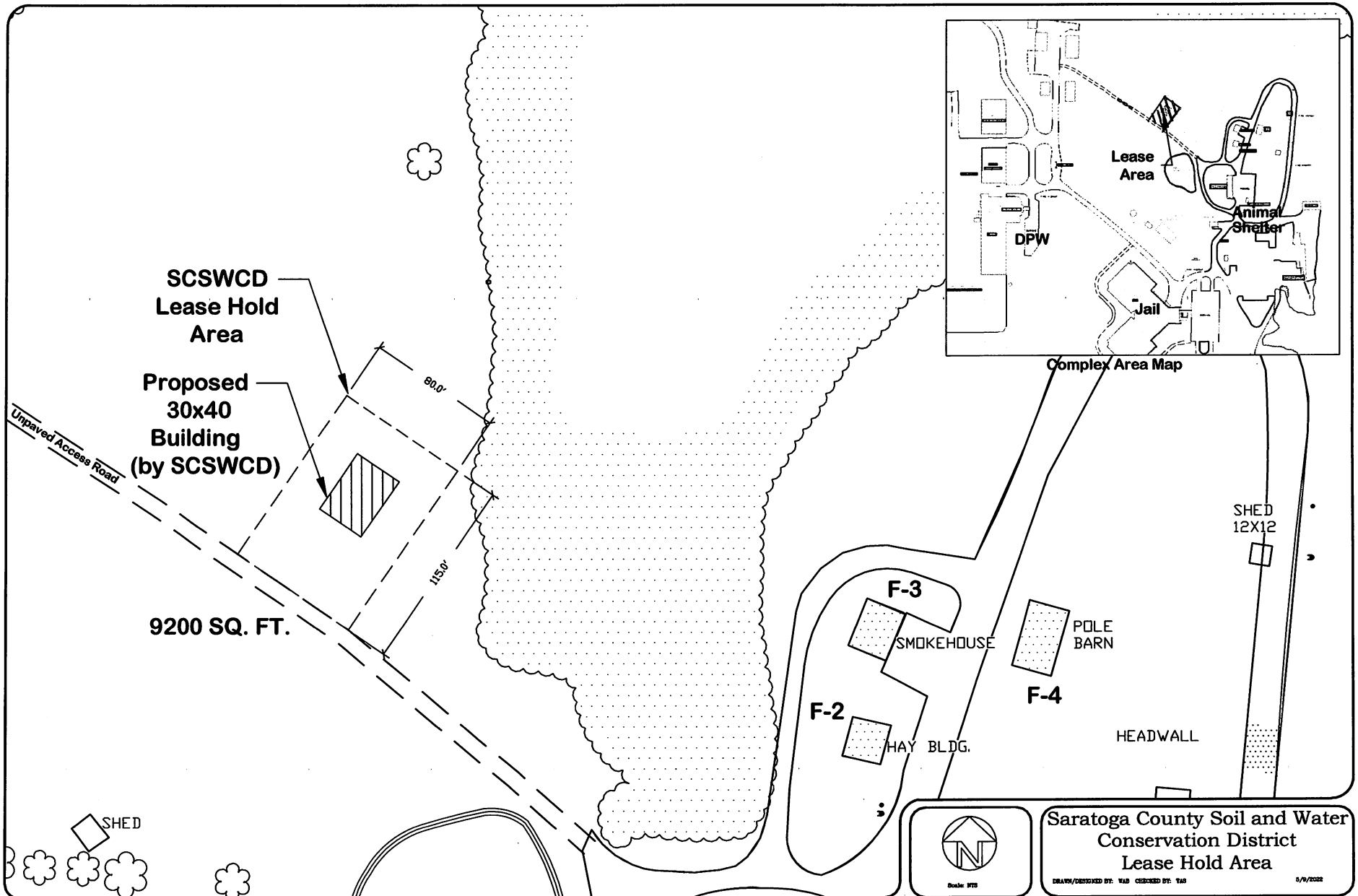
Program information summary

Copy of proposal or estimate

Copy of grant award notification and information

Other Draft lease and lease area map

10. Remarks:



SCSWCD
Lease Hold
Area

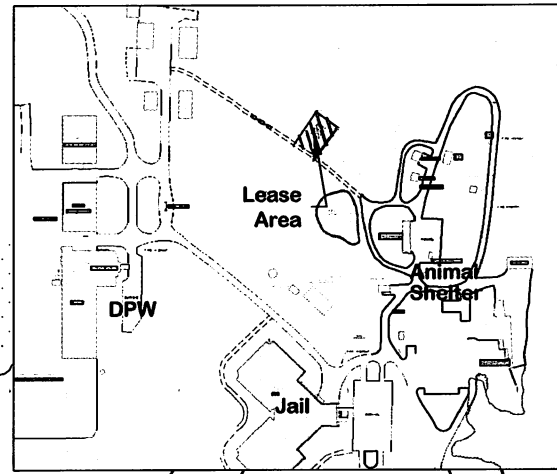
Proposed
30x40
Building
(by SCSWCD)

Unpaved Access Road

9200 SQ. FT.

80.0'

115.0'



Complex Area Map

SHED
12X12

F-3

SMOKEHOUSE

POLE
BARN

F-4

F-2

HAY BLDG.

HEADWALL

SHED



Scale: 1/8"

Saratoga County Soil and Water
Conservation District
Lease Hold Area

DRAWN/DESIGNED BY: YAB CHECKED BY: YAB

5/9/2022

LEASE AGREEMENT

Between

COUNTY OF SARATOGA

and

SARATOGA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Lease Term:
[DATE] – [DATE]

THIS LEASE AGREEMENT (Lease Agreement), made the _____ day of _____, 2022,
BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York, 12020, (LANDLORD),

-and-

SARATOGA COUNTY SOIL AND WATER CONSERVATION DISTRICT, a special purpose conservation district organized under the New York State Agricultural and Markets Law, with offices at 50 West High Street, Ballston Spa, New York 12020 (TENANT).

RECITALS:

WHEREAS, LANDLORD intends to lease to TENANT and TENANT intends to lease from LANDLORD the real property at the Saratoga County Farm Complex located on County Farm Road in the Town of Milton, as described in Article II, referred to as “Leased Premises” for a term as provided in Article I, at the rent and charges provided for in Article VII and on all of the terms and conditions set forth herein; and

NOW, THEREFORE, the parties agree that:

ARTICLE I: AGREEMENT TERM

- A. The commencement date of this Lease Agreement shall be _____.
- B. The term of this Lease Agreement shall be for fifty (50) years from [DATE] to [DATE].
- C. **Renewal:** the terms of this Lease Agreement may be renewed on the mutual consent of the parties for an additional term of [TBD]. Renewal shall not occur unless both parties agree, in writing, to renew at least 180 days prior to the expiration of the initial term. Notice of intent to renew shall be provided in accordance with the Notice requirements provided in Article XI herein.

ARTICLE II: LEASED PREMISES

The LANDLORD hereby leases to the TENANT, subject to all of the terms and conditions hereinafter set forth, that portion of the Saratoga County Farm Complex designated and shown on the map attached hereto as Appendix A and as more fully described hereafter.

A. Exclusive Use Areas:

1. Land: LANDLORD hereby grants unto TENANT the exclusive use of those lands shown on Appendix A upon which buildings described in No. 1 above are located, together with the right of ingress and egress to those lands as shown. The approximate area of the land is 9,200 s.f.

B. Non-Exclusive Use Areas:

1. Vehicular Parking: Landlord hereby grants to TENANT a non-exclusive use of the vehicular parking area located adjacent to the proposed building for TENANT's employees, agents, contractors, licensees, passengers, guests, patrons, invitees, and suppliers.

C. BUILDING:

1. TENANT intends to construct a building that is approximately 30' x 40' for storage and maintenance of equipment owned and maintained by the TENANT. The cost of the construction, maintenance, and repair of the proposed 30' x 40' building is to be borne exclusively by the TENANT.

ARTICLE III: TENANT'S RIGHTS AND RESPONSIBILITIES

A. General:

1. TENANT shall pay all license fees, permit fees and charges of a similar nature required in connection with the TENANT's use and occupancy of the Leased Premises. Copies of all permits shall be given to the LANDLORD when issued.
2. TENANT shall not permit the accumulation (unless in appropriate waste receptacles) of any rubbish, trash, debris, or garbage in, on or about any part of the Leased Premises. The piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or above the Leased Premises shall not be permitted. The removal and cost thereof of rubbish and trash from the Leased Premises shall be the responsibility of the TENANT.
3. TENANT shall comply with all restrictive covenants, utility easements, grant assurances, and zoning requirements imposed by federal, state, or local agencies, which affect or are applicable to the Leased Premises.
4. TENANT shall not use the Leased Premises for any illegal trade, manufacture, or business, or any other illegal purpose. TENANT shall not use the Leased Premises in such a manner as to give rise to the liability on the part of the

LANDLORD under Section 231 of the Real Property Law of the State of New York.

5. TENANT may only erect exterior signs for the operation of its business with prior approval by the LANDLORD. Exterior signs outside of the TENANTS lease area will not be permitted.
6. TENANT, for itself, its successors or assigns, as part of the consideration for this lease, does hereby covenant and agree, that TENANT shall comply with all applicable laws, ordinances and regulations including but not limited to nondiscrimination and labor laws.
7. TENANT, for itself, its successors or assigns, as part of the consideration for this lease, does hereby covenant and agree, that no person on the grounds of race, creed, color, national origin, disability, age, military status, sex, marital status, sexual orientation, gender identity or expression, or source of payment, shall be excluded from participation in or denied the benefits of TENANT's use of the leased premises; the conduct of TENANT's business by implementation of the rights granted hereby; or the construction of any improvements on, over, or under land leased to or at any time controlled by TENANT and the furnishing of services on such land.
8. In the event of a breach of any of the above non-discriminatory covenants, LANDLORD shall have the right to terminate this lease and to reenter and repossess the leased land and the facilities thereon.
9. All facilities installed or constructed by the TENANT shall conform to the design and specification requirements established by the TENANT and approved by the LANDLORD, as well as all other local, State, and Federal Laws, Regulations, and Zoning, as applicable.
10. TENANT shall have the right of ingress and egress over portions of the County property to and from the Leased Premises, including the non-exclusive privilege to permit its employees, passengers, guests, patrons, invitees, and suppliers to use the entrance and exit ways designated by the LANDLORD from time to time for access to the Leased Premises from a street or highway adjacent to the Leased Premises through the appropriate entrances and exits so designated.

B. Buildings, Equipment, and Paving:

1. TENANT shall pay for the costs of all utilities, including gas, electric, water, water treatment, and sewer.
2. TENANT shall pay the cost for maintaining all buildings, both interior and exterior. This includes, but is not limited to, the building envelope, roof, interior,

interior finishes, doors, windows, hangar doors, mechanical, heating and cooling systems, plumbing, and electrical systems.

3. TENANT shall perform all routine custodial and janitorial functions such as sweeping floors, cleaning bathrooms, washing windows, trash removal, changing lightbulbs, and all other normal and routine custodial and janitorial functions.
4. TENANT shall keep the Leased Premises in neat and clean condition, including both interior and exterior areas.
5. All new buildings and facilities constructed by the TENANT in accordance with this Lease Agreement shall become the property of the LANDLORD at the expiration or termination of this lease or any extension thereof.
6. TENANT shall not make any improvements, alterations, repairs, or changes to the Leased Premises without the prior written consent thereto by the LANDLORD as provided by the Commissioner of Public Works and County Administrator. Prior to performing any such improvements, alterations, repairs, or changes the TENANT is to submit detailed plans and specifications to the LANDLORD. If the LANDLORD grants such consent, such alterations, improvements, or repairs shall be performed in a good workmanlike manner, in accordance with all legal and insurance requirements including any applicable Federal, State or Local building code regulations. The cost of such alterations, repairs, improvements, and changes are the responsibility of the TENANT.
7. TENANT shall provide and maintain fire extinguishers for the interior of each building, in accordance with all applicable fire and safety codes.
8. TENANT shall pay the cost for maintaining all paved areas within the Leased Premises. This includes but is not limited; crack sealing, seal coating, patching and weed control. The LANDLORD will pay the cost for the in-kind replacement of paving if required, the determination for such replacement to be solely determined by the LANDLORD.
9. TENANT shall deliver to the LANDLORD possession of the Leased Premises, including any buildings, at the expiration or termination of this lease in good condition, reasonable wear and tear accepted. TENANT shall have the right, at any time during the term of this lease, to remove its vehicles, tools, and equipment from the Leased Premises.

ARTICLE IV: LANDLORD’S RIGHTS AND RESPONSIBILITIES

A. General:

1. LANDLORD shall maintain the County Farm Complex premises, including routine grounds keeping maintenance, public roadways, access roads, public parking areas, and other elements at the County Farm Complex excepting those obligations specifically imposed upon the TENANT pursuant to this lease.
2. LANDLORD shall, within a reasonable time after the end of a snowfall, remove accumulated snow and ice from the parking area, sidewalks and vehicle access roadways and diligently prosecute the same to completion so that, to the extent practicable, those areas shall be reasonably cleared of snow and ice. Snow and ice shall be removed by the LANDLORD with consideration to LANDLORD’S obligation to winter maintenance of highways as a priority. TENANT is responsible for removing sufficient snow and ice from the Leased Premises so that it can safely and efficiently conduct its business. The LANDLORD may deposit accumulated snow and ice on portions of the TENANT’S Leased Premises, as may be reasonably necessary under the circumstances, and so as to not reasonably interfere with TENANT’S conduct of business. The LANDLORD shall exercise its best efforts, consistent with the conditions then prevailing, to perform the aforesaid services as soon as is reasonably possible. The TENANT shall assist the LANDLORD during snow removal with vehicle relocations, as required to clear areas where vehicles are parked.
3. LANDLORD shall maintain any existing water supply, septic and sewer systems that service the Leased Premises.

ARTICLE V: RIGHT OF ACCESS

A. Entry:

1. During any reasonable time after the commencement of this lease, LANDLORD and/or its agents, contractors, subcontractors or designees reserve the right to enter upon the Leased Premises, any portion thereof and any appurtenances or facility thereto (with personnel and materials if required) for the purposes of inspection, making repairs, replacements or alterations which it may be required to perform as herein provided, or which may be desirable for the Leased Premises.

ARTICLE VI: RENT AND CHARGES TO TENANT

A. Rental Fee:

1. TBD:

ARTICLE VII: DESTRUCTION

- A. If any building shall be damaged by the elements or fire resulting from the elements or natural causes, it shall be the responsibility of the TENANT to repair. If a building is untenable, rent shall be abated until said building is repaired and tenable. If any building shall be destroyed by fire or other casualty but not thereby rendered untenable in whole or in part, TENANT shall cause such damage to be repaired and the rent shall not be abated.
- B. If any building shall, in the opinion of the LANDLORD or the TENANT, be substantially damaged by the elements or fire or other casualty so as to render such buildings not fit for TENANT'S business purposes, LANDLORD and TENANT shall each have the right, to be exercised by notice in writing delivered to the other within ninety (90) days from and after said occurrence, to terminate this lease, and in such event, this lease and the tenancy created shall cease at the date of the occurrence, and the rent shall be adjusted as of the date of the occurrence.

ARTICLE VIII: WAIVER AND SUBROGATION

- A. LANDLORD and TENANT each hereby releases the other, its officers, directors, employees, and agents, from liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property covered by valid and collectible fire insurance with standard extended coverage endorsement, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for who such party may be responsible.
- B. The release and waiver provided herein (Article IX, Section A) shall be applicable and in full force and effect only with respect to loss or damage that is actually recovered from an insurance company; and occurring during such time as the releaser's fire or extended coverage insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

- C. LANDLORD and TENANT agree that any fire and extended coverage insurance policies carried by each of them respectively and covering the Leased Premises or their contents will include such a clause or endorsement as provided above, as long as same shall be obtainable without extra cost, or if extra cost shall be charged therefore, so long as the other party pays each extra cost. If extra cost shall be chargeable therefore, each part shall advise the other thereof and of the amount of the extra cost.

ARTICLE IX: INDEMNITY, LIABILITY, AND INSURANCE

A. Indemnity:

1. For purposes of this Lease Agreement, “claims” shall mean any claim, suits, proceedings, actions, causes of action, responsibility, liability, demands, judgments, and executions with respect to personal injury and property damages.
2. TENANT hereby indemnifies and agrees to hold harmless LANDLORD from and against any and all claims which arise from or are in connection with the possession, use, occupation, management, or control of the leased premises excluding those claims that are from LANDLORD’s responsibility for repair or maintenance of the Leased Premises or any portion thereof.
3. TENANT hereby indemnifies and agrees to hold harmless LANDLORD from and against any and all claims which arise from or are in connection with any act or omission of TENANT, or TENANT’S employees, officers, agents, subtenants, contractors, subcontractors, assignees, invitees or guests.
4. TENANT hereby indemnifies and agrees to save harmless LANDLORD from and against any and all claims which result from any default, breach, violation, or non-performance of this lease or any provision therein by TENANT.

B. Liability and Insurance:

1. TENANT shall maintain general liability and property liability insurance covering the indemnification set forth in this article, in an amount reasonably satisfactory to the LANDLORD and naming LANDLORD as an additional insured. TENANT shall furnish LANDLORD with a certificate of insurance evidencing said coverage and providing that the LANDLORD be given not less than thirty (30) days’ written notification prior to modification or termination of said insurance.
2. TENANT shall pay, satisfy, and discharge any judgments, orders, and decrees which may be recovered against LANDLORD, in connection with any claims as set forth in this article.

C. Non-Liability:

1. LANDLORD shall not be responsible or liable to TENANT for any loss or damage that may be occasioned by the acts or omissions of any other person occupying any part of the entire Leased premises.
2. LANDLORD shall not be responsible or liable to TENANT for any loss or damage resulting to TENANT or its property from water, gas, or steam or the bursting or stoppage or leakage of sewer pipes; provided such loss or damage is not occasioned by the negligence of the LANDLORD.

ARTICLE X: FAILURE TO PERFORM – DEFAULTS - REMEDIES

A. Defaults, Conditional Limitation:

1. The following events shall constitute a default:
 - a) If TENANT shall (1) make an assignment for the benefit of creditors; or (2) file or acquiesce to a petition in any court (whether or not pursuant to any statute of the United States or of any state) in any bankruptcy, reorganization, composition, extension, or arrangement or insolvency proceeding; or (3) make an application in any such proceeding for an acquiesce to the appointment of a trustee or receiver for it or all or any portion of its property.
 - b) If any petition shall be filed against TENANT, to which it does not acquiesce, in any court (whether or not pursuant to any statute of the United States or any state) in a bankruptcy proceeding, and (1) TENANT shall thereafter be adjudicated as bankrupt; or (2) such petition shall be approved by any such court; or (3) such proceedings shall not be dismissed, discontinued, or vacated within sixty (60) days.
 - c) If, in any proceeding, pursuant to the application of any person other than TENANT to which it does not acquiesces, a receiver or trustee shall be appointed for TENANT or for all or any portion of its property, and such receivership or trusteeship shall not be set aside within sixty (60) days after such appointment.
 - d) If TENANT shall refuse to take possession of the Leased Premises at the commencement date or shall vacate the Leased Premises and permit the same to remain unoccupied and unattended and such failure continues for ten (10) days after receipt of written notice to cure from the LANDLORD.

- e) If TENANT shall fail to pay any fee as identified in Article VI to the LANDLORD and such failure continues for ten (10) days after receipt of written notice from LANDLORD to cure.
 - f) If TENANT shall fail to perform or observe any other requirement of this lease on the part of TENANT to be performed, or observed, and such failure continues for thirty (30) days after receipt of a written notice to cure from the LANDLORD specifying the nature of the default; or when the default be of such a nature that it cannot be cured within thirty (30) days, if the TENANT fails to commence curing such default with thirty (30) day period and thereafter proceed diligently to cure such default.
2. This lease is subject to the limitation that, if at any time a default shall occur, then upon the happening of any one or more of the aforementioned defaults, and expiration of the period of time prescribed in any aforesaid notice, LANDLORD may give TENANT a notice of intention to end the term of this lease, at the expiration of fifteen (15) days from the day of service of such notice of termination. At the expiration of such fifteen (15) days, this and the term, as well as all of the right, title and interest of the TENANT hereunder, shall wholly cease and expire, and TENANT shall then quit and surrender the Leased Premises to the LANDLORD.

B. Landlord's Reentry:

1. If this lease shall be terminated as herein provided, LANDLORD, or its agents or employees, may immediately, or at any time thereafter, reenter the Leased Premises and remove therefrom the TENANT, TENANT'S agents and any subTENANTS or invitees, together with any of its or their property, either by summary, dispossession proceedings or by any suitable action or proceeding at law. In the event of such termination, LANDLORD may repossess and enjoy the Leased Premises as if the lease has not been made. LANDLORD shall be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by TENANT or proceedings in forcible entry and detained TENANT does not waive any rights to the service of any notice of LANDLORD'S intention to reenter provided for by any present or future law. LANDLORD shall not be liable in any way in connection with any action it takes pursuant to the foregoing. Notwithstanding any such reentry, repossession, dispossession or removal, TENANT liability under the provisions of this lease shall continue, as set forth herein.

C. Deficiency:

1. In the case of reentry, repossession or termination of this lease, whether the same is the result of the institution of summary or other proceedings or not, TENANT shall remain liable (in addition to accrued liabilities) to the extent legal permissible for the rent, additional rent, and all other charges provided for herein until the date of this

lease would have expired had such termination, reentry or repossession not occurred and any expenses to which LANDLORD may be put in reentering the Leased Premises and repossessing same; making good any default of TENANT; reletting the same including attorney's fees and disbursements, marshal's or sheriff's fees; minus the net proceeds of any reletting. TENANT agrees to pay the LANDLORD the difference between the rent due under this Lease Agreement and the proceeds of any reletting with respect to each month, at the end of each month. TENANT shall pay LANDLORD such sums as the court, which as has jurisdiction thereover, may adjudge reasonable as attorney's fees with respect to any successful lawsuit or action instituted by LANDLORD to enforce provisions of this lease.

2. In the case of reentry, repossession or termination of this lease, LANDLORD may relet the whole or any part of the premises for the whole of the unexpired term of this lease, or from time to time for short periods, for any rental then obtainable. TENANT'S liability, as aforesaid, shall survive the institution of summary proceedings and the issuance of any warrant thereunder. LANDLORD shall use reasonable efforts to relet or attempt to relet the Leased Premises.

D. Waiver of Rights of Redemption:

1. TENANT hereby expressly waives (to the extent legally permissible), for itself and all persons claiming by, through, or under it, any right of redemption for the restoration or the operation of this lease under any present or future law, in case TENANT shall be dispossessed for any cause, or in case LANDLORD shall obtain possession of the Leased Premises as herein provided.

E. Additional Remedies and Waivers:

1. The rights and remedies of LANDLORD set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All such rights and remedies shall be cumulative and not exclusive of each other. LANDLORD may exercise such rights and remedies at such times, in such order, to such extent, and as often as LANDLORD deems advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another.
2. Any single or partial exercise of a right or remedy of LANDLORD shall not preclude the further exercise thereof or the exercise of another right or remedy from time to time.
3. No delay or omission by LANDLORD in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default. No waiver of default shall extent to, affect any other default, impair any right or remedy with respect thereto. No action or inaction by LANDLORD shall constitute waiver of a default. No waiver of a default shall be effective unless it is in writing.

ARTICLE XI: INTERPRETATION, NOTICES, AND MISCELLANEOUS

A. Interpretation:

1. Every term, condition, agreement or provision contained in this Lease Agreement which imposes an obligation on TENANT, shall be deemed to be also a covenant by TENANT.
2. Any reference herein to any extensions or renewals or term or any period during which TENANT may be in possession after the expiration date shall not be deemed to imply that any extension or renewal of the term is contemplated hereby or that TENANT shall be permitted to remain in possession after expiration of the term.
3. If any provision of this lease or the application thereof to any person or circumstances shall, to any extent, be determined to be invalid, illegal or unenforceable, the remainder of this lease, or the application of such provision to persons or circumstances other than those which are determined to be invalid, illegal or unenforceable, shall not be affected thereby, and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.
4. The captions and headings used throughout this lease are for convenience of reference only and shall not affect the interpretation of this Lease Agreement.
5. This lease may be executed in counterparts, and the counterparts shall constitute one and the same instrument.
6. Whenever a requirement is imposed on any party hereto, it shall be deemed that such a party shall be required to perform such requirement at its own expense, unless otherwise provided herein.
7. Any reference herein to the singular includes the plural and the plural includes the singular.
8. The words "reenter" and "reentry," as used herein are not restricted to their technical legal meaning.
9. Whenever it is provided herein that the LANDLORD'S consent is required, it shall be construed that such consent shall not be withheld unreasonably.

B. **Changes and Modifications:** This lease may not be changed or terminated orally. Any amendment to this Lease Agreement must be in writing and signed by both parties.

C. **Successors and Assigns:** Subject to the provisions hereof, this lease shall bind and inure to the benefit of the parties and their respective successors, representatives, heirs and assigns.

- D. Assignment and Sublet: This lease may not be assigned or sublet without the prior written consent of the LANDLORD.
- E. Validity: This lease shall be of no force and effect unless and until it has been reviewed and approved by the Saratoga County Board of Supervisors and is executed by both LANDLORD and TENANT and counterparts of the executed lease are exchanged by LANDLORD and TENANT.
- F. Notices: Any notice, demand, request, consent, approval, or other communication given under or with respect to this Lease Agreement shall be in writing and shall be personally served or sent by First Class United States mail, postage pre-paid, addressed to the other party or entity as follows:

To the LANDLORD:

Saratoga County Administrator
40 McMaster Street
Ballston Spa, NY 12020

With copy to:

Saratoga County Attorney
40 McMaster Street
Ballston Spa, NY 12020

Commissioner of Public Works
Saratoga County Dept. of Public Works
3654 Galway Road
Ballston Spa, NY 12020

To the TENANT:

Saratoga County Soil & Water
Conservation District
Attn: District Manager
50 W. High Street
Ballston Spa, NY 12020

- G. Entire Agreement: This Lease Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.
- H. New York Law and Jurisdiction: Notwithstanding any other provision of this Lease Agreement, any dispute concerning any question of fact or law arising under this Lease Agreement which is not disposed of by agreement between Landlord and Tenant shall be governed, interpreted and decided by a Court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

ARTICLE XIII: APPENDICES

Appendix A: Leased Premises

--SIGNATURE PAGE TO FOLLOW--

DRAFT

IN WITNESS WHEREOF, the parties have hereunto signed this Lease Agreement on the day and year appearing opposite their respective signatures.

**COUNTY OF SARATOGA
LANDLORD**

By: _____
Theodore T. Kusnierz, Jr., Chairman
Saratoga County Board of Supervisors
Per Resolution _____

Date: _____

Approved as to Form and Content:

Michael J. Hartnett
County Attorney

SARATOGA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By: _____
Steven Ropitzky, Chairman
Saratoga County Soil and Water Conservation District

Date: _____

By: _____
Dustin Lewis, NYSE & SCCP
District Manager

Date: _____



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
Stephanie Hodgson, Director of Budget

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

DEPARTMENT: Department of Public Works

DATE: 6/24/22

COMMITTEE: Buildings & Grounds

RE: Amend Resolution 103-2022 to revise self-propelled runway broom to front-mounted, self-propelled snow blower.

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Amend Resolution 103 of 2022

3. Specific Details on what the resolution will authorize:

Resolution 103 of 2022 authorized the acceptance of grant funds from NYSDOT for the purchase of a self-propelled runway broom. Upon additional conversations with NYSDOT and other airport operators, a self-propelled snow blower will better meet our maintenance needs. DPW has confirmed with NYSDOT that once an amended resolution has been adopted, the grant will be amended to allow the purchase of a snow blower. The budget was previously amended with the adoption of Resolution 103 of 2022 so no additional amendment is required.

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

County Attorney's Office
Consulted

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

County Administrator's Office
 Consulted

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

--

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

3/16/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 103 - 2022

Introduced by Buildings and Grounds: Supervisors M. Veitch, Connolly, Grasso, Lant, Ostrander, Raymond and Smith

AUTHORIZING THE ACCEPTANCE OF AN AVIATION CAPITAL GRANT FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND AMENDING THE 2022 COUNTY BUDGET IN RELATION THERETO

WHEREAS, the New York State Department of Transportation (“NYSDOT”) has approved the County’s application for an Aviation Capital Project – P.I.N. 1902.18 (“the Project”) and awarded the County an Aviation Capital grant in the amount of \$585,450 for the acquisition for the of a ~~Self-Propelled Runway Broom~~ **Front-mounted, Self-propelled Snow Blower**; and

WHEREAS, the County desires to advance the Project by committing funds for the local match, the funding shares being State \$585,450; Local \$65,050; now, therefore, be it

RESOLVED, that the Saratoga County Board of Supervisors hereby approves the above subject Project; and it is further

RESOLVED, that the Chair of the Board and/or the Commissioner of the Saratoga Public Works are hereby authorized to execute all necessary agreements and documents on behalf of the County with NYSDOT in connection with the Project for the acceptance of State grant funding for the Project; and it is further

RESOLVED, that a Certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

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

RESOLVED, that the 2022 County Budget is amended as follows:

PUBLIC WORKS:

Appropriations:

Increase Acct.: #A.50.513-7080 - Other Equipment	\$650,500
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Revenues:

Increase Acct.: #A.50-3592 - SA Airport (90%)	\$585,450
Increase Acct.: #A.0599.B - Appropriated Fund Balance (10%)	<u>\$ 65,050</u>
	\$650,500

; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: The 10% Local Share of this grant will require an appropriation of \$65,050 from Fund balance.

March 16, 2022 Regular Meeting

Motion to Adopt: Supervisor(s): Supervisor Connolly

Second: Supervisors(s): Supervisor Hammond

Ayes: 216062
Noes: 0
Abstain: 0
Absent: 3545



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
Stephanie Hodgson, Director of Budget

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

DEPARTMENT: County Attorney

DATE: June 29, 2022

COMMITTEE: Buildings & Grounds

RE: Approval of Lease with Prime Group Holdings, LLC pending Public Hearing.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing a Lease with Prime Group

3. Specific Details on what the resolution will authorize:

Pending a public hearing scheduled for 7/13/2022; placeholder agenda item for approval of a lease with Prime Group Holdings, LLC for the lease of land at the County airport. Prime Group has proposed to construct and maintain ownership of a hanger on the county airport property.

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

County Attorney's Office
Consulted

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

County Administrator's Office
Consulted

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

Revenue

Account Number	Account Name	Amount
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Expense

Account Number	Account Name	Amount
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Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
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5. Identify Budget Impact:

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

The lease terms include a monthly rental fee of \$0.20/s.f.
with a 5% increase every five (5) years.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

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

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Proposed Draft Lease; Resolution

10. Remarks:

-Agenda item and approval subject to Public Hearing scheduled on July 13, 2022.

-Lease terms: 20 Years subject to extension on mutual agreement; \$0.20/s.f. with 5% increase every 5 years.

6/21/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 186 - 2022

Introduced by Buildings and Grounds: Supervisors M. Veitch, Connolly, Grasso, Lant, Ostrander, Raymond, and Smith

SCHEDULING A PUBLIC HEARING ON A PROPOSED LEASE AT THE SARATOGA COUNTY AIRPORT WITH PRIME GROUP HOLDINGS, LLC FOR THE CONSTRUCTION, MAINTENANCE AND USE OF AN AIRPLANE HANGAR ON COUNTY LAND

WHEREAS, Prime Group Holdings, LLC has proposed the construction of a 15,600 square foot hangar for the storage of aircraft, a paved automobile parking area, and relocation of approximately 650 linear feet of existing airport perimeter roadway; and

WHEREAS, Prime Group Holdings, LLC has proposed to lease real property on county airport land to be located on approximately 0.73 acres of currently undeveloped land at the south end of the existing FBO apron at the Saratoga County airport, for an initial term of twenty (20) years, subject to mutual renewal; and

WHEREAS, Prime Group Holdings, LLC has proposed to privately fund the project including permitting, design, and construction at an estimated cost of \$2.5 million, and once constructed, Prime Group Holdings, LLC will maintain ownership of the hangar, including maintenance, and pay any applicable taxes thereon; and

WHEREAS, General Municipal Law §325(5) authorizes a county to lease county owned airport real property, for a term not to exceed forty (40) years, provided the governing body of the county first holds a public hearing on the proposed lease; and

WHEREAS, our Buildings and Grounds Committee has recommended that a public hearing be held on the proposal submitted by Prime Group Holdings, LLC; now, therefore, be it

RESOLVED, that the Board of Supervisors shall hold a Public Hearing on July 13, 2022 at 4:40 p.m., in the Meeting Room of the Saratoga County Board of Supervisors at 40 McMaster Street, Ballston Spa, New York 12020, on the proposed lease of real property to Prime Group Holdings, LLC for the construction, maintenance and use of an airplane hangar on county owned airport land; and it is further

RESOLVED, that the Clerk of the Board shall publish notice of the Public Hearing in the official County newspapers in the manner prescribed by law; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.

June 21, 2022 Regular Meeting

Motion to Adopt by Supervisor Hammond, Seconded by Supervisor Lant

AYES (230267): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819) Jean Raymond (1333), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Thomas Richardson (5163), Theodore Kusnierz (16202), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lawler (8208), John Lant (17361)

NOES (0):

ABSENT (5242): Willard H. Peck (5242)



McFarland Johnson

Innovative Solutions / Sustainable Results

60 Railroad Place • Suite 402 • Saratoga Springs, NY 12866
Phone: 518-580-9380 • Fax: 518-580-9383
www.mjinc.com

May 16, 2022

Chad M. Cooke, P.E., M.P.A.
Commissioner of Public Works
Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, NY 12020

RE: Prime Group Holdings
Aircraft Storage Hangar Project
Saratoga County Airport

Dear Mr. Cooke:

On behalf of Prime Group Holdings, of 85 Railroad Place, Saratoga Springs, New York 12866, we request to be placed on the June Buildings and Grounds Committee Meeting agenda to discuss the potential for building an aircraft storage hangar for our use at the Saratoga County Airport.

Attached is a brief description and sketch of the potential project. If you have any questions, or require anything further, please do not hesitate to contact me.

Regards,

Turner Bradford, PE
Aviation Manager

cc: Anthony Kouardaoughli, Prime Group Holdings
Tim Bailey, McFarland Johnson Inc.

encl

Project Description:

Prime Group Holdings (Prime) respectfully requests to construct a roughly 15,600 sf (130' x 120') aircraft hangar at the Saratoga County Airport to store their corporate aircraft. The hangar would be located off the south end of the existing FBO apron. In addition to the hangar, the project would include a small, paved area for automobile parking, and approximately 650 lf of relocated existing airport perimeter road. Attached is a project sketch showing the project location and limits of work.

Tentative Design and Construction Schedule:

- Start Permitting/Design: 7/15/22
- Finish Design and Permitting: 8/15/22
- Start Construction: 9/1/22
- Finish Construction: 12/31/22

Potential land lease:

Prime respectfully requests a 20-year, approximately 0.73 acre, land lease at the Saratoga County Airport as shown on the attached sketch. Prime would construct and maintain a roughly 15,600 sf building within the 0.73 acre lease area. Prime would pay property taxes on the value of the building. At the end of the lease Prime would have an option to renew/extend their lease.

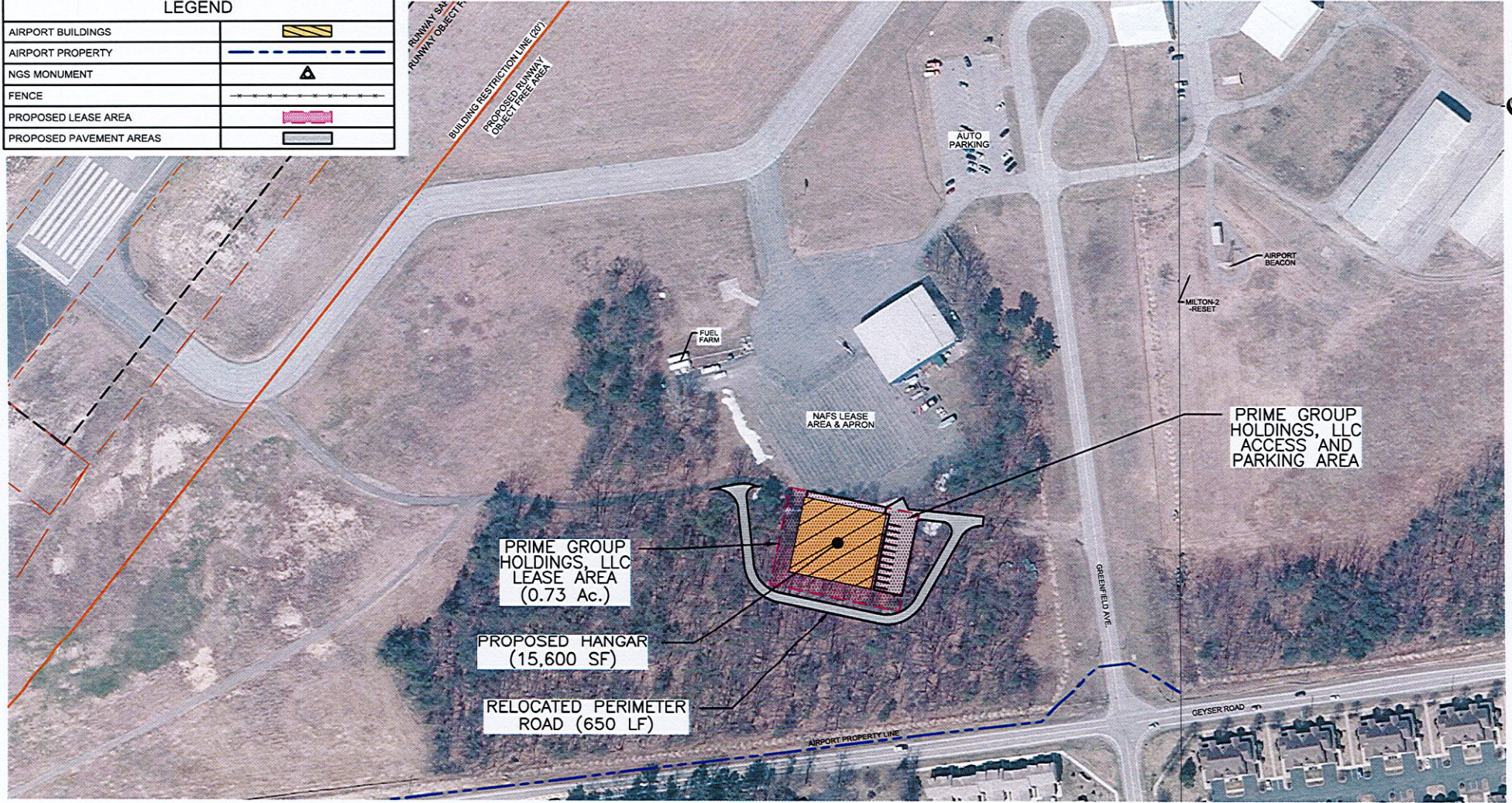
Estimated construction cost:

- \$2.5M: All improvements mentioned in project description and required for the construction of the hangar would be paid by Prime.

Prime is a well-established Saratoga County business and has been a longtime user of the Saratoga County airport. While Prime's offices are in Saratoga Springs; their plane is currently based at the Floyd Bennett Memorial Airport in Warren County. Prime would prefer to base their aircraft in Saratoga County. In addition to being more convenient for Prime, this arrangement would reduce the number of operations at the Saratoga County Airport as the aircraft currently makes two landings and two takeoffs at Saratoga (to pick up and drop off passengers) for every trip. If the aircraft were based in Saratoga, it would simply have a single takeoff and landing per trip.

Project Sketch

LEGEND	
AIRPORT BUILDINGS	
AIRPORT PROPERTY	
NGS MONUMENT	
FENCE	
PROPOSED LEASE AREA	
PROPOSED PAVEMENT AREAS	



PRIME GROUP HOLDINGS, LLC
LEASE AREA
(0.73 Ac.)

PROPOSED HANGAR
(15,600 SF)

RELOCATED PERIMETER
ROAD (650 LF)

PRIME GROUP HOLDINGS, LLC
ACCESS AND
PARKING AREA



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECT DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

PRIME GROUP HOLDINGS, LLC
TOWN OF MILTON, NEW YORK
PROPOSED LEASE AREA AND HANGAR
SARATOGA COUNTY AIRPORT

SCALE:	1" = 150'
DRAWN:	TDB
CHECKED:	TB
DESIGN:	TDB
PROJECT:	18975.00
DATE:	05/09/2022