



Buildings & Grounds Committee

Tuesday, August 1, 2023 4PM
40 McMaster Street, Ballston Spa, NY

Chair: Matthew Veitch

Members: Philip Barrett, Eric Connolly, Diana Edwards, John Lant, Scott Ostrander (vc), Mike Smith

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the June 6, 2023 meeting
- III. Authorizing a 3-year lease agreement with 2144 Doubleday Avenue, LLC for the County's Veteran's Service Agency – Chad Cooke, Public Works
- IV. Authorizing a 5-year lease agreement with a 5-year renewal option with Saratoga Prime Properties, LLC for the County's Mental Health Center located at 135 South Broadway in Saratoga Springs – Chad Cooke, Public Works
- V. Executive Session: Discussion regarding the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
- VI. Other Business
- VII. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Department of Public Works

DATE: 7/25/23

COMMITTEE: Buildings & Grounds

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a 3-year lease agreement with 2144 Doubleday Avenue, LLC for the County's Veteran's Service Agency

3. Specific Details on what the resolution will authorize:

Authorize a 3-year lease agreement with 2144 Doubleday Avenue, LLC for the County's Veteran's Service Agency at an annual rate of \$26,278.80 for the first year and increasing by 2% each for years two and three.

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

County Attorney's Office
Consulted Yes

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

County Administrator's Office
Consulted Yes

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

Revenue

Account Number	Account Name	Amount
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Expense

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

Amount:

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

No Budget Impact. Funds are included in the Department Budget

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

Human Resources Consulted

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:

Note that the landlord has agreed to early termination of the lease agreement subject to 60 days notice.

2144 Doubleday Avenue L.L.C.

June 29, 2023

Saratoga County Veterans Services
2144 Doubleday Avenue
Ballston Spa, NY 12020
Attn: Frank McClement

Re: 3 Year Lease Renewal

Dear Frank,

As requested, please take this letter as notice of the terms that we are agreeing to for the upcoming lease renewal.

Current Monthly Payment = \$ 2,146.96
2% increase with lease renewal = \$2,189.90

Terms - 3 Year Lease with 2% increase year 2 and 3 and agreed to a possible 60 days termination clause to lease.

Sincerely,

Gary J. Bordeau
Owner

2144 Doubleday Avenue, Ballston Spa, NY 12020
518-885-6336



SARATOGA COUNTY ATTORNEY

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

STEPHEN M. DORSEY
County Attorney

HUGH G. BURKE
First Assistant

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

Assistants

MICHAEL J. HARTNETT
MICHELLE W. GRANGER
VIDA L. MCCARTHY-CERRITO
ALEXIS M. OSBORNE
MICHAEL P. NAUGHTON

Paralegals

BRIDGET M. RIDER
JENNY R. MARCOTTE

MEMORANDUM

DATE: ~~September 8, 2020~~ **July 7 2023**

TO: Frank McClement
Veterans Service Officer

FROM: Saratoga County Attorney's Office

SUBJECT: LEASE RENEWAL
Vendor Name : **2144 Doubleday Avenue, LLC**
Vendor Address : 2144 Doubleday Ave., Ballston Spa, NY 12020
Contract Amount : See Agreement Per Res. 152-2020
Contract Period : ~~8/8/20-8/7/23~~ **8/8/23-8/7/26**
Contract I.D. # : N/A
Purpose of Agreement : Lease of 2144 Doubleday Avenue for Veterans' Services Agency Office Space

Attached, please find one fully executed copy of the above referenced contract, which has been executed by the Chairman of the Board of Supervisors on ~~September 2, 2020~~.

Please send this contract to the above named vendor.

cc: Clerk, Board of Supervisors, w/enclosure
County Auditor, w/enclosure

LEASE RENEWAL AGREEMENT

THIS LEASE, made this *2nd* day of September, 2020,

2144 DOUBLEDAY AVENUE, LLC, a limited liability company duly organized under the laws of the State of New York with a principal office at 2144 Doubleday Avenue, Ballston Spa, New York, 12020, (hereinafter referred to as the "Lessor"),

- and -

THE COUNTY OF SARATOGA, a municipal corporation of the State of New York with a principal office at 40 McMaster Street, Ballston Spa, New York, 12020, (hereinafter referred to as the "Lessee"),

1. LEASED PREMISES:

Lessor agrees to let to Lessee a brick building having a street address of 2144 Doubleday Avenue, Ballston Spa, New York, 12020, containing 1,980 sq. ft. of interior commercial space owned by Lessor in the Town of Milton, County of Saratoga, State of New York.

2. LEASE TERM:

The term of the lease shall be for a period of three (3) years commencing on August 8, 2020 and continuing through August 7, 2023, unless sooner terminated as herein provided.

3. RENT:

The Lessee shall pay the Lessor annual rent in the amount of ~~\$24,284.64~~ ^{2189.90} ^{26278.80}, payable in monthly installments in the sum of ~~\$2,023.72~~, in advance, on the first day of each and every month during the term of this Agreement. The annual rent paid by Lessee shall be subject to a ~~3%~~ ^{2%} annual increase at the commencement of each of the second and third years of this Agreement. ~~The foregoing rent is inclusive of a monthly \$150.00 capital improvement fee that Lessor will utilize to replace the back door to Leased Premises and pave the remaining unpaved section of the parking lot at 2142-2144 Doubleday Avenue by November 1, 2020.~~

4. USE:

The Lessee agrees to use the property primarily as office space for the Saratoga County Veterans Services Agency and for the hosting of veterans-related events sponsored by the Saratoga County Veterans Services Agency and/or the Saratoga County Veterans Peer to Peer Mentoring Program.

5 SECURITY DEPOSIT:

Lessee will not be required to pay a security deposit to Lessor.

6. INSURANCE:

A.) By Lessor. Lessor shall at all times during the term of this Lease Renewal Agreement, at Lessor's expense, insure and keep in effect on the building in which the Leased Premises are located fire insurance with extended coverage. The Lessor shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property, or which shall be contrary to any law or regulations from time to time established by applicable fire insurance rating associations.

B.) By Lessee. Lessee shall, at its expense, during the term hereof, maintain and deliver to Lessor a certificate of insurance for public liability insurance and property damage insurance policies with respect to the Leased Premises. Such policies shall name the Lessor and Lessee as insureds, and have limits of at least \$1,000,000 for injury or death to any one person and \$2,000,000 for any one accident, and \$50,000 with respect to damage to property. Such policies shall name the Lessor as additional insured, and shall provide at least ten (10) days' notice to Lessor of cancellation.

C.) Effect of Noncompliance: Any failure by either the Lessor or Lessee to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the non-breaching party may, at its option, terminate this agreement upon written notice to the other party.

7. INDEMNIFICATION OF LESSOR:

Notwithstanding any other agreements, the Lessee agrees to defend, hold harmless, and indemnify the Lessor against any legal liability in respect to bodily injury, death, and property damage covered in whole or in part, directly or indirectly, by the acts or omissions of said Lessee, its employees, agents, invitees, contractors, subcontractors, materialman, or any person directly or indirectly employed by them or any of them, while engaged in the performance of its responsibilities hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the Lessor.

8. DESTRUCTION OF PREMISES:

If the building in which the Leased Premises is located is damaged by fire or other casualty, without Lessee's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building, this Lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases of

damage without Lessee's fault, Lessor shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Premises wholly or partially untenantable, the rent shall be apportioned until the damage is repaired. In determining what constitutes reasonable dispatch, consideration shall be given to strikes, adjustment of insurance, and other causes beyond the Lessor's control.

9. UTILITIES:

Lessee shall be responsible for the payment of utilities utilized by Lessee. Lessee shall meter the electric and gas service in Lessee's name.

10. OTHER TERMS:

- A) The Lessee shall maintain the interior of the leased space and shall assume all costs associated with said maintenance.
- B) Lessor shall be responsible for snow removal, yard maintenance and trash removal from the Leased Premises.
- C) Lessor shall be responsible for payment of all real property taxes assessed to the property.
- D) ~~Lessor shall make the following improvements to the Leased Premises, at Lessor's expense, by no later than November 1, 2020:~~
 - ~~i) Lessor shall install a new rear door to the Leased Premises.~~
 - ~~ii) Lessor will pave the remaining unpaved section of the parking lot of the premises at 2142-2144 Doubleday Avenue in the Town of Milton, identified on the Saratoga County Tax Maps as Tax Parcel #203.11-1-24.~~

11. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS:

That the Lessor and Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local governments and of any and all their Departments and Bureaus, applicable to said premises, for the correction, prevention, abatement of nuisances or other grievances, in, upon, or connected with said Premises during said Term; and shall also promptly comply with and execute all rules and orders and regulations of the New York Board of Fire Underwriters, or any other similar body as required by their respective activities and responsibilities.

12. QUIET ENJOYMENT:

The Lessor agrees that if the Lessee shall pay the rent as aforesaid and perform the covenants and agreements contained herein on Lessee's part, the Lessee shall

peaceably hold and enjoy the Leased Premises without hindrance or interruption by the Lessor or by any other person or persons acting under or through the Lessor.

13. ASSIGNMENT OR SUBLEASE:

Lessee shall not assign or sublet this Lease to a third party unless the prior written approval of the Lessor is obtained to such assignment or sublease. Lessor may not arbitrarily or capriciously withhold its approval of such assignment or sublease.

14. RIGHT OF ENTRY:

The Lessee agrees that the Lessor and the Lessor's agents and other representatives shall have the right to enter into and upon said Premises, or any part thereof, at all reasonable hours upon reasonable notice and in an emergency, for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

13. SIGNAGE:

The Lessee shall neither place, or cause or allow to be placed, any sign or sign of any kind whatsoever on the property or in or upon the Leased Premises without the prior approval of the Lessor, and, if required by local ordinances, the Town of Milton. Lessee shall be responsible for the costs of all signage.

14. PROHIBITION ON PARKING OF TRUCK:

The Lessor shall not permit Bordeau Builders to park its truck in the parking lot of the Leased Premises in a location that either blocks the view of the Leased Premises from New York State Route 50 or is located in a parking space or spaces that would be used by staff, clients or guests of the Saratoga County Veterans Services Agency.

15. PROHIBITION ON LIENS:

Lessee shall be prohibited from placing, or allowing to be placed, any mortgage, mechanic's, judgment or other liens upon the Leased Premises. The placement of any liens upon the premises by the Lessee or any third party shall constitute a breach of this Lease, and Lessor may terminate said Lease as provided herein.

16. DEFAULT AND NOTICE OF DEFAULT:

- A. Default by Lessee: If any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the material covenants herein contained, the Lessor may terminate the Lease by giving thirty (30) days written notice of termination, provided, however,

that Lessee has not cured said breach within such thirty-day period after receipt of notice. In the event of the termination of the Lease due to Lessee's breach, it shall be lawful for the Lessor to re-enter the premises and repossess same without service of notice to re-enter upon Lessee.

If after default in payment of rent or violation of any other material provision of this Lease, or upon the expiration of this Lease, the Lessee is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of Lease, or prior to the issuance of the final order or execution of the warrant, whichever is later, then in that event, the said fixtures and property shall be deemed abandoned by the said Lessee and shall become the property of the Lessor.

- B. Default by Lessor: In the event of the Lessor's default in the payment of any of its obligations under subsections B and/or C of Section 11 of this Lease Renewal Agreement, and upon Lessor's failure to correct such default within thirty (30) days of receiving written notification of such default from Lessee, Lessee may pay such amounts owed by Lessor and take a credit in the amount of such payment or payments against the following month's or months' rent until Lessee is repaid in full. In the event of the Lessor's default in fulfilling its obligations under subsection D of Section 11 of the Lease Renewal Agreement by November 1, 2020, the monthly rent payable by Lessee to Lessor shall be reduced by \$150.00 per month until such time as Lessor fulfills its obligations under said subsection D.

17. NOTICES:

Any notice, statement, demand or other communication by one party to the other shall be given by personal delivery or by mailing the same, postage prepaid as follows:

If to the Lessor:

2144 Doubleday Avenue, LLC
2144 Doubleday Avenue
Ballston Spa, New York, 12020

If to the Lessee:

County of Saratoga
40 McMaster Street
Ballston Spa, New York, 12020
Attention: Director of Veterans Services

With a copy to:

Saratoga County Attorney
40 McMaster Street
Ballston Spa, New York, 12020

18. NO WAIVER OF STRICT PERFORMANCE:

The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

19. SURRENDER UPON TERMINATION:

At the end of the lease term the Lessee shall surrender the Leased Premises to the Lessor in as good condition as it was in the beginning of term, reasonable use and wear excepted. All improvements made to the Leased Premises by the Lessee during the term of the Lease Agreement shall become the property of Lessor.

20. LEASE, PARTIES UPON WHOM BINDING:

The Lease is binding upon the Lessor and Lessee and their respective successors.

21. SUPERSEDING EFFECT:

Upon execution of this Lease Agreement, this Lease and all its terms supersedes and takes precedence over any other existing or prior leases on the Leased Premises.

22. RIGHT TO TERMINATE:

The Lessee may terminate this Lease at any time upon giving written notice to the Lessor no less than ninety (90) days prior to the date of termination. The Lessor may terminate this lease at any time upon giving written notice to the Lessee no less than six (6) months prior to the date of termination.

23. COMPLETE AGREEMENT:

This Lease constitutes the complete understanding of the parties with respect to the subject matter hereof and may not be altered, modified or renewed except by an instrument in writing duly acknowledged by the Lessor and Lessee.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 2nd day of August, 2020.

2144 DOUBLEDAY AVENUE, LLC

COUNTY OF SARATOGA

By: *Jay J. Buchan*

By: *Preston Allen*
PRESTON ALLEN, Chairman
Saratoga County Board of Supervisors
Per Resolution 152-2020

Approved as to Form and Content:

Stephen M. Dorsey
STEPHEN M. DORSEY, County Attorney

ACKNOWLEDGMENT OF LESSOR

STATE OF NEW YORK)
) ss:
COUNTY OF SARATOGA)

On this 18 day of August, 2020, before me the undersigned personally appeared Gary J. Boudreau, Owner of 2144 Doubleday Avenue, LLC personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Megan M. Cutbush
NOTARY PUBLIC
MEGAN M. CUTBUSH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CU6192540
Saratoga County
Commission Expires September 2, 2020

ACKNOWLEDGMENT OF LESSEE

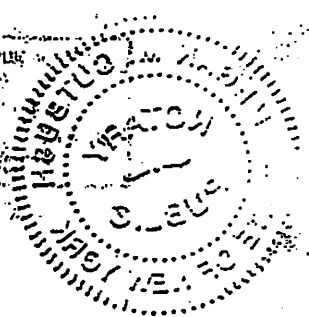
STATE OF NEW YORK)
) ss:
COUNTY OF SARATOGA)

On this 2nd day of ~~September~~, 2020, before me the undersigned personally appeared Preston Allen, Chairman of the Saratoga County Board of Supervisors, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Pamela A. Wright
NOTARY PUBLIC
PAMELA A. WRIGHT
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WR6232416
Qualified in Saratoga County
My Commission Expires December 13, 2022

IN SENATE
January 10, 1917
REPORT
OF THE
COMMISSIONER OF THE STATE OF NEW YORK
INVESTIGATION OF THE
MONEY MARKET

COMMISSIONER OF THE STATE OF NEW YORK
INVESTIGATION OF THE
MONEY MARKET
PART I
CHAPTER I
GENERAL PRINCIPLES



7/21/20



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 152 - 2020

Introduced by Supervisors Veitch, Grattidge, Kinowski, Peck, Smith, Wood and Zlotnick

AUTHORIZING A LEASE RENEWAL AGREEMENT WITH 2144 DOUBLEDAY AVENUE, LLC FOR THE LEASE OF OFFICE SPACE FOR THE SARATOGA COUNTY VETERANS SERVICES AGENCY FOR A TERM OF THREE YEARS

WHEREAS, pursuant to Resolution 121-2017, the County entered into a lease agreement with 2144 Doubleday Avenue, LLC for the lease of 1,980 square feet of office space for the Saratoga County Veterans Services Agency at 2144 Doubleday Avenue in Ballston Spa, for a term of three (3) years to commence upon occupancy, at a rental rate of ~~\$1,800~~ per month, inclusive of real property taxes, garbage removal services, snow plowing and winter/summer maintenance, with electric and gas service to be metered in the County's name, with the annual rent to be subject to a rental increase of 2% of the prior year's rent for the second and third year; and

21 89.90

WHEREAS, the County's lease with 2144 Doubleday Avenue, LLC for the lease of office space for the Saratoga County Veterans Services Agency at 2144 Doubleday Avenue, Ballston Spa, is set to expire on August 7, ~~2020~~; and

2020

WHEREAS, the owner of 2144 Doubleday Avenue, LLC has agreed to make improvements to the property such as paving the parking lot leading to the leased building, replacing the rear door of the building, and installing new signage in front of the building, and has proposed renewing the County's lease for an additional three (3) years; and

WHEREAS, the owner of 2144 Doubleday Avenue, LLC wishes to increase the monthly rent in the first year of the new lease by \$151 per month in order to pay for a portion of the costs of said planned improvements, thereby making the monthly rent for the first year of the three year lease ~~\$2,023.72~~; and

21 89.90

WHEREAS, the owner of 2144 Doubleday Avenue, LLC has already installed the new signage directing individuals to the Saratoga County Veterans Agency; and

WHEREAS, our Buildings and Grounds Committee, the Commissioner of Public Works and the Director of the Saratoga County Veterans Agency have recommended that the County enter into a renewal agreement with 2144 Doubleday Avenue, LLC for the lease of 1,980 square feet of office space at 2144 Doubleday Avenue, Ballston Spa, for a term of three years commencing August 8, ~~2020~~, at a rent of ~~\$2,023.72~~ per month, inclusive of real property taxes, garbage removal services, snow plowing and winter/summer maintenance, with electric and gas service to be separately metered in the County's name, subject to a rent increase of ~~3%~~ of the prior year's rent for the second and third year; and ~~conditioned upon 2144 Doubleday Avenue, LLC paving~~

21 89.90

2%

~~the parking lot and installing the new rear door to the building by no later than November 1, 2020; now, therefore, be it~~

RESOLVED, that the Chair of the Board is hereby authorized to execute a lease renewal agreement with 2144 Doubleday Avenue, LLC for the lease of 1,980 square feet of office space at 2144 Doubleday Avenue, Ballston Spa, for a term of three years commencing August 8, 2020, at a rent of \$2,023.72 per month, inclusive of real property taxes, garbage removal services, snow plowing and winter/summer maintenance, with electric and gas service to be separately metered in the County's name, subject to a rent increase of 3% of the prior year's rent for the second and third year; ~~and conditioned upon 2144 Doubleday Avenue, LLC paving the parking lot and installing the new rear door to the building by no later than November 1, 2020;~~ and, be it further

RESOLVED, that said lease renewal agreement shall provide that the County of Saratoga shall have the right to terminate the lease agreement upon the County's provision of at least 90 days written notice to the landlord before such termination; and, be it further

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

BUDGET IMPACT STATEMENT: No budget impact.

Client#: 19874

SARATCOUNT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Cool Insuring Agency Inc, 784 Troy Schenectady Road, Latham, NY 12110, 518 783-2665. CONTACT NAME, PHONE (A/C, No, Ext): 518 783-2665, FAX (A/C, No): 5187838754. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Indemnity Company, NAIC #: 25658; INSURER B: Federal Insurance Company; INSURER C: ; INSURER D: ; INSURER E: ; INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (ZLP91N12815), A AUTOMOBILE LIABILITY (PH1N8102N621244), A UMBRELLA LIAB (ZUP71N1201A), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, B Leased/Rented (6690190).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder, as owner of premises being used, rented or leased by the named insured, is added to the General Liability Coverage as Additional Insured.

CERTIFICATE HOLDER: 2144 Doubleday Avenue, LLC, 2144 Doubleday Avenue, Ballston Spa, NY 12020. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Anthony J. Marchese.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Empire State 500 Plum Street, Suite 200 Syracuse NY 13204-1480		CONTACT NAME: Linda Shuits PHONE (A/C, No, Ext): (315) 474-3374 E-MAIL ADDRESS: LShuits@bbemprestata.com	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Harleysville Worcester Insurance Company	NAIC # 26182
		INSURER B: Harleysville Insurance Company of New York	10874
		INSURER C: Wesco Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 2144 Doubleday **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY BFP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CMB00000041519G	10/01/2019	10/01/2020	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	BA41937G	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CMB00000041519G	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3440393	10/01/2019	10/01/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Saratoga County Veterans Service Agency 2144 Doubleday Avenue Ballston Spa NY 12020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Department of Public Works

DATE: 7/25/23

COMMITTEE: Buildings & Grounds

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a 5-year lease agreement with a 5-year renewal option with Saratoga Prime Properties, LLC for the County's Mental Health Facilities

3. Specific Details on what the resolution will authorize:

Authorize a 5-year lease with a 5-year renewal option with Saratoga Prime Properties, LLC for the County's Mental Health Facilities at an annual rate of \$391,682.66 for the first two years and increasing by 3% every two years thereafter.

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

County Attorney's Office
Consulted Yes

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

County Administrator's Office
Consulted Yes

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

Revenue

Account Number	Account Name	Amount
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Expense

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

Amount:

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

No Budget Impact. Funds are included in the Department Budget

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

Human Resources Consulted

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Agency granting funds:
 - c. Amount of grant:
 - d. Purpose grant will be used for:
 - e. Equipment and/or services being purchased with the grant:
 - f. Time period grant covers:
 - g. Amount of county matching funds:
 - h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:

Precedent Resolution: 207 of 2012

Saratoga Prime Properties, LLC

Frank J. Parillo

6-26-2023

My Thoughts For The EXTENSION of The
CURRENT LEASE For 135 South Broadway.

We sign A 10 YEAR LEASE THAT CAN
BE TERMINATED BY THE COUNTY AT THE
END OF THE SECOND YEAR WITH 12 MONTHS
NOTICE AT ANY TIME FOR THE NEXT 8 YEARS.

THE RENT WILL INCREASE BY 3% AT
THE END OF EACH TWO YEAR PERIOD.

THE MONTHLY RENT FOR YEARS ONE AND TWO
WILL BE \$32,635.73, \$391,682.66 YEARLY.

ALL OTHER TERMS OF THE EXISTING LEASE
WILL REMAIN THE SAME.

