



# Buildings & Grounds Committee

Tuesday, December 5, 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 October 31, 2023 meeting
- III. Authorizing an amendment and renewal of the lease with CCM Associates of Clifton Park LLC for the lease of space for a satellite office for the Department of Motor Vehicles in Clifton Park – Craig Hayner, County Clerk
- IV. Authorizing an amendment and extension agreement with Wilton Mall, LLC for a satellite office for the Department of Motor Vehicles – Craig Hayner, County Clerk
- V. Other Business
- VI. 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  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** County Clerk

**DATE:** 11/20/2023

**COMMITTEE:** Buildings & Grounds

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

1. Is a Resolution Required:

County Attorney's Office  
Consulted Yes

2. Proposed Resolution Title:

AUTHORIZING THE AMENDMENT AND RENEWAL OF THE LEASE WITH CPC DEVELOPMENT I, LLC FOR THE LEASE OF SPACE FOR A SATELLITE OFFICE FOR THE COUNTY DEPARTMENT OF MOTOR VEHICLES IN CLIFTON PARK.

3. Specific Details on what the resolution will authorize:

As in Section 4b of Contract for extension of lease after the five year contract of Clifton Park DMV space, the term extends at a fixed minimum rent at \$19.07 per square foot monthly for 5 years and \$21.57 per square foot payable monthly at the second extension.

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
----------------	--------------	--------

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

Amount:

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

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.19.191 - 8621
- b. Budget year impacted 2024, 2025, 2026, 2027, 2028
- 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

N/A

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

N/A

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:

10/16/18



**SARATOGA COUNTY BOARD OF SUPERVISORS**

**RESOLUTION 219 - 2018**

2023

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

**AUTHORIZING THE AMENDMENT AND RENEWAL OF THE LEASE WITH CCM ASSOCIATES OF CLIFTON PARK, LLC FOR THE LEASE OF SPACE FOR A SATELLITE OFFICE FOR THE COUNTY DEPARTMENT OF MOTOR VEHICLES AND THE CONSTRUCTION OF TENANT IMPROVEMENTS AT CLIFTON PARK CENTER MALL**

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

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

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

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

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

*Whereas, the Town of Clifton Park issued Certificate of Occupancy on 8/5/19*

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

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

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

*WHEREAS, CPC Development I, LLC became new owner March 10, 2023.*

WHEREAS, additional related costs for architectural design, permits, etc. in an amount not to exceed \$28,873 are to be reimbursed by the County to CCM Associates, bringing total renovation costs to be paid by the County to CMM Associates to an amount not exceed \$413,636, which CCM Associates has requested be paid in four (4) installments; and

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

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

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

~~CPC Development I, LLC~~  
RESOLVED, that the Chair of the Board is authorized to enter into a temporary extension of the County's lease with CCM Associates of Clifton Park, LLC for the lease of 3,493 sq.ft. of space at Clifton Park Center Mall for the County's Department of Motor Vehicles, at a cost of \$14.07 sq.ft. for a term ending upon the issuance of a certificate of occupancy for the additional 1,375 sq.ft. of adjoining space; and 5 years.

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

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

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

are included in the Department Budget



800 Route 146, Suite 240  
Clifton Park, NY 12065

Phone: (518) 383-0059 Fax: (518) 371-1658

**CCM Associates of Clifton Park, LLC**

800 Route 146, Suite 240  
Clifton Park, New York 12065

March 10, 2023

Saratoga County DMV  
Attn: County Clerk  
40 McMaster St.  
Ballston Spa, NY 12020

**Re: Notice of Sale of Property**

Dear Sir or Madam:

Please be advised CCM Associates of Clifton Park LLC (the "Prior Owner") has sold its right, title and interest in that certain Property known as 22 Clifton Country Road, 303 Clifton Country Road and 309 Clifton Country Road, Town of Clifton Park, Saratoga County, New York to CPC Development I LLC, CPC Development II LLC, CPC Development III LLC, CPC Development VI LLC, CPC Development VII LLC, CPC Development VIII LLC and CPC Development IX LLC, as tenants in common (collectively the "New Owner"). The New Owner has received an assignment of your lease and all rents and security deposits (if any) and has agreed to perform all obligations of Landlord with respect to the Property as of the date hereof.

Please direct all notices and rental payments to the New Owner at the following address:

CPC Development I, LLC  
22 Clifton Country Rd, Suite 79  
Clifton Park, NY 12065

Phone: (518) 463-0800 Fax: 518-273-8045

Please contact the New Owner should you need additional information in this regard.

Very truly yours,

CCM ASSOCIATES OF CLIFTON PARK, LLC

By:   
Donald C. Greene, Sole Member





**SARATOGA COUNTY ATTORNEY**

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

Assistants

STEPHEN M. DORSEY  
*County Attorney*

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

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

HUGH G. BURKE  
*First Assistant*

November 2, 2018

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

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

Dear Mr. MacElroy,

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

Thank you for your cooperation and courtesies in this matter.

Very truly yours,

A handwritten signature in black ink that reads "Stephen M. Dorsey".  
STEPHEN M. DORSEY

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

## SECOND AMENDMENT OF LEASE

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

### WITNESSETH

#### **WHEREAS,**

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

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

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

1. All capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.
2. Effective on the first of the month following issuance of a certificate of occupancy for the expansion referenced below;
  - A. The Premises presently containing 3,493 sq. ft. will be expanded by the addition of 1,375 contiguous sq. ft. as shown on the plan attached as Exhibit "A" for a new total of 4,868 sq. ft.
  - B. The term will be extended for an additional five (5) years.
  - C. The rent schedule for the extended term is attached as Exhibit "B".
3. Landlord and Tenant agree to a temporary extension of Tenant's Lease which expired on December 31, 2017, for the lease of the existing 3,493 sq. ft. Premises at the

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

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

Section 25.1 **Tenant's Extension Option**

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

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

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

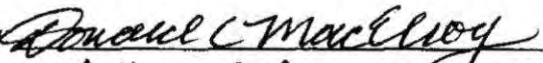
6. Except as modified by this Amendment, the Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

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

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

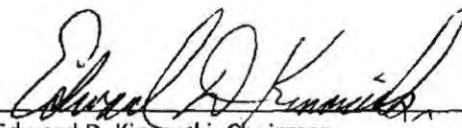
**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first above written.

**LANDLORD:** CCM Associates of Clifton Park, LLC

By:   
Name: Authorized Representative  
Donald C. MacElroy

**TENANT:**

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

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

**APPROVED AS TO FORM AND CONTENT:**

  
Saratoga County Attorney



# 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  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** County Clerk



**DATE:** 11/13/2023

**COMMITTEE:** Buildings & Grounds



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

1. Is a Resolution Required:

Yes, Other

County Attorney's Office  
Consulted Yes

2. Proposed Resolution Title:

Authorizing a lease amendment and extension agreement with Wilton Mall, LLC for a satellite office for the Department of Motor Vehicles

3. Specific Details on what the resolution will authorize:

Wilton Mall, LLC has proposed to extend its lease for the space in Wilton mall as DMV January1, 2024 until Decemeber 31, 2026.

Annual fixed minimum rent \$40,275 and increase 3% as of January 1, 2025 and each January following. \$3,356.25 per month.

Annual fixed electricity \$900 and increase 2% each adjustment date.

Annual water charge \$420 and increase 3% each adjustment date. \$35 per month.

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
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

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

- G/L line impacted A.19.191 - 8621
- Budget year impacted 2024, 2025, 2026
- 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

N/A

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

N/A

8. Is a grant being accepted:  YES or  NO

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



10/19/21



# SARATOGA COUNTY BOARD OF SUPERVISORS

## RESOLUTION 278 - 2021

Introduced by Supervisors Veitch, Lant, Lucia, O'Connor, Richardson, Tollisen and Winney

### 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 164-2019, this Board authorized a lease amendment and extension agreement with Wilton Mall, LLC for the lease of space in 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; and

WHEREAS, Wilton Mall, LLC has proposed to extend its lease for the space in Wilton Mall for a term of two years commencing January 1, 2022, and expiring on December 31, 2023, totaling \$3,750 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 \$35.00 per month subject to annual increases of 2% to fixed electricity charge commencing on January 1, 2023 and an annual increase of 3% to said rental rate and fixed charge for water commencing on January 1, 2023; 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 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, 2022, at a rental rate commencing January 1, 2022, totaling \$3,750 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 \$35.00 per month; subject to annual increases of 2% to fixed electricity charge commencing on January 1, 2023 and an annual increase of 3% to said rental rate and fixed charge for water commencing on January 1, 2023; and, be it further

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

BUDGET IMPACT STATEMENT: None. Funds are included in the 2022 Tentative Budget.

## THIRD AMENDMENT OF LEASE AGREEMENT AND SECOND EXTENSION OF TERM

THIS THIRD AMENDMENT OF LEASE AGREEMENT AND SECOND EXTENSION OF TERM ("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") and by that certain Second Amendment of Lease Agreement made as of November 30, 2021 ("Second 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, First Amendment and Second Amendment are sometimes collectively referred to as the "Lease".

B. Landlord and Tenant desire by this Agreement to further amend and extend 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 36 months commencing on January 1, 2024, and expiring on December 31, 2026 ("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. **Fixed Minimum Rent (Section 1.8)** is amended by adding the following to the end thereof:

Notwithstanding anything to the contrary contained in Sections 1.8 and 5.5.1 of this Lease, commencing on January 1, 2024, Annual Fixed Minimum Rent shall be \$40,275.00 and Monthly Fixed Minimum Rent shall be \$3,356.25. Notwithstanding anything to the contrary contained in Section 5.5.1 of this Lease, commencing on January 1, 2025 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%.

3.2. **Fixed Electricity Charge (Section 9.1.1).** Notwithstanding the provisions of Section 9.1.1 to the contrary, commencing January 1, 2024, the Fixed Electricity Charge will be \$10,800.00 per annum, payable in equal monthly installments of \$900.00, and shall increase on each Electricity Charge Adjustment Date by 2%.

3.3. **Fixed Water Charge (Section 9.1.2).** Notwithstanding the provisions of Section 9.1.2 to the contrary, commencing January 1, 2024, the Fixed Water Charge will be \$420.00, payable in equal monthly installments of \$35.00, and shall increase on each Water Charge Adjustment Date by 3%.

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

4. **Credits and Refunds.** Landlord and Tenant agree that any credits or refunds related to any time period prior to the Extension Period shall be retained as additional consideration by Landlord rather than issued as a credit to Tenant.

5. **Effect.** Except as expressly modified by this Agreement, the Lease shall remain unchanged and in full force and effect.

6. **No Modification or Waiver.** Except as otherwise expressly set forth herein, nothing in this Agreement shall be deemed to waive or modify any of the provisions of the Lease.

7. **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.

8. **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.

9. **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).

10. **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.

11. **Tenant's Representations.** 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.

12. **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.

13. **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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**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: \_\_\_\_\_