

## LAW & FINANCE

### AGENDA April 14, 2021 4:00pm

Chair: Jonathan Schopf

Members:

Phil Barrett - VC  
Tara Gaston  
Kevin Tollisen  
Matthew Veitch  
Sandra Winney  
Tom Wood

Welcome and Attendance

Approval of the minutes from March 10, 2021

### REAL PROPERTY TAX

- Authorizing a correction to the tax bill for parcel 248.-1-100 in the Town of Ballston.  
(Anna Stanko, Director of Real Property)  
**BUDGET IMPACT:** None.
- Authorizing the cancelation of delinquent, current, and prospective taxes on tax parcels 266.8-1-41; 266.8-1-98.1; & 266.8-2-98 in the Town of Halfmoon.  
(Anna Stanko, Director of Real Property)  
**BUDGET IMPACT:** None.
- Authorizing the acceptance of tender offers from two separate parcels in the Town of Malta for a total of \$44,830.07.  
(Andrew Jarosh, County Treasurer)  
**BUDGET IMPACT:** None.

### HUMAN RESOURCES & INSURANCE

- Authorizing the renewal of the third party employer excess liability insurance coverage for workers compensation for the County's Workers' Compensation Plan.  
(Marcy McNamara, Director of Human Resources)  
**BUDGET IMPACT:** None. Funds for the renewal are included in the 2021 budget.
- Authorizing the County's Insurance Coverages through May 8, 2022.  
(Steve Bulger, County Administrator)  
**BUDGET IMPACT:** None.
- Authorizing amendments to the Compensation Schedule under the County Treasurer and County Attorney.  
(Marcy McNamara, Director of Human Resources)  
**BUDGET IMPACT:** None.

- Authorizing the creation of a Petty Cash Policy.  
(Marcy McNamara, Director of Human Resources)  
**BUDGET IMPACT:** None.

## **HEALTH & HUMAN SERVICES**

- Authorizing an inter-municipal agreement with Warren County for the oversight and monitoring of Homebased Crisis Services on behalf of Saratoga County.  
(Michael Prezioso, Commissioner of Mental Health & Addiction Services)  
**BUDGET IMPACT:** None.
- Authorizing the acceptance of increases in State aid in the amount of \$11,400 from the New York State Office of Mental Health.  
(Michael Prezioso, Commissioner of Mental Health & Addiction Services)  
**BUDGET IMPACT:** None. 100% State Aid.
- Authorizing the acceptance of an additional \$91,165 from the New York State Office of Mental Health for the Veteran's Peer to Peer program.  
(Michael Prezioso, Commissioner of Mental Health & Addiction Services)  
**BUDGET IMPACT:** None. 100% State Aid.
- Authorizing the acceptance of restoration funding from the New York State 2020 budget in the amount of \$230,127 from the New York State Office of Mental Health, Office of Addiction Services and Supports, and Office for People with Developmental Disabilities into the 2021 budget.  
(Michael Prezioso, Commissioner of Mental Health & Addiction Services)  
**BUDGET IMPACT:** None. 100% State Aid.
- Authorizing the acceptance of a \$13,000 incentive payment from New York E-Health Collaborative.  
(Michael Prezioso, Commissioner of Mental Health & Addiction Services)  
**BUDGET IMPACT:** None.
- Authorizing major contracts for contact tracing services with: Ashley Hubbard in an amount not to exceed \$52,000; Caroline Regales in an amount not to exceed \$39,000; and Matthew Prock in an amount not to exceed \$45,500.  
(Daniel Kuhles, Commissioner of Health)  
**BUDGET IMPACT:** None. Costs associated with these contracts will be covered by a Health Research Inc., grant.
- Authorizing an amendment to the major contract with DiRAD Technologies.  
(Daniel Kuhles, Commissioner of Health)  
**BUDGET IMPACT:** None. Funds for this project have been allocated in the 2021 budget.

- Proclaiming May as Older American's Month in Saratoga County.  
(Sandi Cross, Director of Aging)  
**BUDGET IMPACT:** None.
- Authorizing the acceptance of federal stimulus funding under the Consolidated Appropriations Act, Title III-C2 administered and released by the New York State Office for the Aging in the amount of \$85,315.  
(Sandi Cross, Director of Aging)  
**BUDGET IMPACT:** None. 100% Federal Aid.

## **BUILDINGS & GROUNDS**

- Authorizing an amendment to 2021 budget reappropriating \$716,599 in unspent capital funds from the 2020 Budget for the construction of a snow removal equipment storage building at the County Airport.  
(Chad Cooke, Public Works Commissioner)  
**BUDGET IMPACT:** This project was included in the 2020 budget. A budget amendment will reappropriate these previously budgeted funds into the 2021 budget. 90% of this project is covered through a State grant and the remaining 10% will be transferred from Fund Balance.

## **PUBLIC SAFETY**

- Authorizing the acceptance of grant funding from the U.S. Department of Transportation (DOT) and Pipeline and Hazardous Materials Safety Administration (PHMSA) for the FY 2020 Hazardous Materials Emergency Preparedness Grant Program (HMEP) in the amount of \$5,172 for the period of April 1, 2021 to July 31, 2022.  
(Carl Zeilman, Commissioner of Emergency Services)  
**BUDGET IMPACT:** None.
- Authorizing the acceptance of additional aid from New York State STOP DWI Foundation, Inc. in the amount of \$1,500.  
(J. Wes Carr, Stop DWI)  
**BUDGET IMPACT:** None. 100% State Aid.
- Authorizing a contract with Clark, Patterson, Lee (CPL) for architectural and engineering consulting services for an amount not to exceed \$30,000.  
(Michael Zurlo, County Sheriff)  
**BUDGET IMPACT:** None. Funds for this project are included in the 2021 budget.
- Proclaiming the week of April 18 – 24, 2021 as Crime Victims' Rights Week.  
(Karen Heggen, District Attorney)  
**BUDGET IMPACT:** None.

- Authorizing the transfer of \$155,187 from the Animal Shelter Trust Fund to cover construction costs related to a new pre-engineered covered building.  
(Penny Heritage, Animal Shelter Director)  
**BUDGET IMPACT:** None.

## **LAW & FINANCE**

- Authorizing an agreement with Wladis Law Firm, PLLC to provide legal representation of the County for Public Health Services.  
(Michael Hartnett, County Attorney)  
**BUDGET IMPACT:** None. Anticipated expenditures are included in the 2021 budget.
- Authorizing the acceptance of \$6,818,071.60 in Federal aid for the COVID-19 Emergency Rental Assistance Program (ERAP).  
(Brian O’Conor, Director of Finance, Tina Potter, Department of Social Services)  
**BUDGET IMPACT:** This resolution accepts \$6,818,071.60 in ERAP funding and the necessary journal entries related thereto. State guidance on program implications is being developed and a resolution may be needed to authorize an agreement with NYS for implementation of this program.
- Authorizing the Chairman to enter into an agreement with Eckert Mechanical LLC for installation of AHU-5 at the Saratoga County Sewer District’s Waste Water Treatment Plant in the amount of \$57,353.  
(Dan Rourke, Executive Director of Sewer District)  
**BUDGET IMPACT:** None.
- Authorizing an application to the NYS Comptroller for permission to acquire, construct and install improvements of the Saratoga County Sewer District interceptor and related facilities.  
(Dan Rourke, Executive Director of Sewer District)  
**BUDGET IMPACT:** None.
- Authorizing the Chairman to enter into an agreement with Xylem Water Solutions USA Inc. for maintenance of the UV Disinfection system at Saratoga County Sewer District No.1's Waste Water Treatment Plant.  
(Dan Rourke, Executive Director of Sewer District)  
**BUDGET IMPACT:** None.
- Authorizing the Chairman of the Board to execute contracts with Barton and Loguidice and Advanced Enterprise Systems Corporation dba Utility Cloud for the development, implementation and software licensing for an Asset Management Program for the Saratoga County Sewer District.  
(Dan Rourke, Executive Director of Sewer District)  
**BUDGET IMPACT:** None. Funds for the contracts are covered in the 2021 budget.



- Authorizing the Chairman of the Board to execute an easement agreement with Anthony DiSiena and Lindsey Donini, 68 English Road in the Town of Clifton Park, to allow a sewer lateral to be installed on County lands.

(Dan Rourke, Executive Director of Sewer District)

**BUDGET IMPACT:** None.

- Introducing a proposed Local Law opting into the new DEC deer hunting pilot program and setting a date for a public hearing.

(Jason Kemper, Director of Planning)

**BUDGET IMPACT:** None.

### **CHAIRMAN'S ITEM**

- Appointment to the Soil & Water Conservation District.

**BUDGET IMPACT:** None.

### **EXECUTIVE SESSION**

- Discussions regarding proposed, pending or current litigation.

Other Business

### **SETTING AGENDA FOR BOARD MEETING SCHEDULED FOR April 20, 2021**

Adjourn

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

Dial: 1-978-990-5145

Access Code: 1840389



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Mike Hartnett, County Attorney  
Pam Wright, Clerk of the Board

**CC:** Jason Kemper, Planning Director  
Therese Connolly, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, Confidential Secretary/County Attorney's Office

**FROM:** Michael Hartnett, County Attorney

**DATE:** 04/05/2021

**RE:** Wladis Law Firm Major Contract

**COMMITTEE:** Law & Finance

1. Is a Resolution Required:  YES or  NO  
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed:  
(If yes, budget lines and impact must be provided)  
No Budget Impact. Anticipated expenditures are accounted for in the 2021 Budget.
3. Are there Amendments to the Compensation Schedule:  
(If yes, provide details)  
No
4. Specific details on what the resolution will authorize:  
Authorization of a major contract for professional services for a two-year period with the Wladis Law Firm, PLLC to provide legal representation of the County for: Public Health Services transition to a Full-Service Public Health Department; general legal services relative to COVID-19 Pandemic Response including contract review, grant administration (e.g., Federal Rental Emergency Assistance Program; and other subject matters as needed and requested by the County Attorney's Office.
5. Does this item require hiring a Vendors/Contractors:
  - a. Were bids/proposals solicited: No - Professional Services
  - b. Is the vendor/contractor a sole source: No
  - c. Commencement date of contract term: April 21, 2021
  - d. Termination of contract date: April 21, 2023
  - e. Contract renewal and term:
  - f. Contact information: Mark Wladis, Esq.: 315-445-1700
  - g. Is the vendor/contractor an LLS, PLLC or partnership: Yes
  - h. State of vendor/contractor organization: New York
  - i. Is this a renewal agreement:  YES or  NO
  - j. Vendor/Contractor comment/remarks:  
Contract rates at prevailing industry standards and consistent with current minor contract terms.



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

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

Request is seeking authorization for the Chairman to enter into a major contract for professional services for a two-year period with the Wladis Law Firm, PLLC to provide legal representation of the County for: Public Health Services transition to a Full-Service Public Health Department; general legal services relative to COVID-19 Pandemic Response including contract review, grant administration (e.g., Federal Rental Emergency Assistance Program); and other subject matters as needed and requested by the County Attorney's Office.

The transition of Public Health Services to a Full-Service Health Department will require a substantial scope of legal representation that is outside the current/traditional operational capacity of the County Attorney's Office including significant regulatory compliance, licensing and funding procurement. Wladis Law Firm has previously provided equivalent professional services under a Minor Contract and has demonstrated exceptional quality of legal services rendered.



**WLADIS LAW FIRM**  
THE NEW STANDARD IN CLIENT SERVICE

April 5, 2021

Via E-mail

Mr. Steven Bulger  
County Administrator  
Saratoga County Bd. of Supervisors  
40 McMaster St # 1  
Ballston Spa, New York 12020

**Re: Updated Letter of Engagement**

Dear Administrator Bulger:

I am pleased to update our January 13, 2021 letter of engagement with the County of Saratoga, New York ("County") to continue providing additional legal services to the County as a client of The Wladis Law Firm, P.C. (the "firm"). Again, our goal is to provide you with the highest quality legal services in a responsive and efficient manner.

It is our intent in providing this updated letter to set forth a clear understanding of our obligations to each other, the fees to be charged, the type of expenses that might be incurred, and our billing practices. If you or others have any questions or desire any clarification concerning any of the matters discussed in this letter agreement, please do not hesitate to telephone me directly.

This updated letter of engagement confirms that The Wladis Law Firm, P.C. will continue to provide, as requested and specified by the County, legal counsel and advice with respect to general and specialized legal matters, including, but not limited to assisting the County's Public Health Services with its transition to a Full-Service Public Health Department; general legal services relative to COVID-19 Pandemic Response including contract review, grant administration (e.g., Federal Rental Emergency Assistance Program); and other subject matters as needed and requested by the County Attorney's Office. Should the nature of our engagement change or expand over time, that too will be governed by this and our prior letter of engagement.

We will charge for legal services based primarily on the amount of time devoted to the matter and the hourly rates established for the particular professionals involved. These rates are based on the experience, expertise, and standing of the professionals involved with regard to municipal matters. The billing rate for all attorneys will be at the reduced municipal rate of \$325.00 per hour for partners, \$250.00 per hour for associates and paralegal staff services will be \$125.00 per hour. We bill in quarter-hour increments. Our standard rates are normally adjusted annually; any revised rates will be effective thirty (30) days after you have been provided notice of any adjustment.

Mr. Steven Bulger  
County Administrator  
Saratoga County Bd. of Supervisors  
April 5, 2021  
Page 2 of 2

The firm also will invoice all mileage and toll reimbursement fees consistent with the then authorized federal mileage reimbursement rate and published toll rates.

*Standard Billing and Payment Procedures.* We normally bill on a monthly basis, providing you with a monthly statement for services rendered during the previous month and for disbursements incurred for your account. The detail in the monthly statements will inform you of both the nature and progress of work and of the fees and costs incurred. If we are working on more than one matter for the County of Saratoga, you may request separate billings for each such matter or a combined billing for all matters.

All of our statements are due and payable within thirty (30) days of receipt. If the County of Saratoga's payments are delayed beyond thirty (30) days, we retain the option to charge interest on the unpaid amounts until paid. We will not charge an interest rate in excess of the maximum amount allowable by law.

In addition, we are required to inform you that, in the unlikely event of a fee dispute, the County of Saratoga may have the right to resolve the dispute via arbitration, as provided for by the New York State Fee Dispute Resolution Program. 22 NYCRR Part 137. If that occasion should arise and the County of Saratoga is eligible to request that the dispute be resolved via arbitration, we will, as required by law, provide the County of Saratoga with the Standard Instructions to Clients for the Resolution of Fee Disputes Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. If that circumstance exists, we may not commence an action in court to collect any disputed fees until such notice has been provided.

Should you have any questions about this letter or any other matters, please do not hesitate to contact me.

Very truly yours,



The Wladis Law Firm, P.C.  
By: Mark N. Wladis, Esq.

AMENDED MINOR CONTRACT LESS THAN \$15,000

THIS AGREEMENT, made this 19<sup>th</sup> day of March, 2021,

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, (COUNTY),

-and-

WLADIS LAW FIRM, P.C., having a place of business at 63 12 Fly Road, East Syracuse, New York 13057, (CONTRACTOR);

WHEREAS, a REQUEST FOR MINOR CONTRACT and REQUEST FOR MINOR CONTRACT AMENDMENT, copies of which is attached, have been approved by the County Administrator; and

WHEREAS, this AMENDED MINOR CONTRACT FOR LESS THAN \$15,000 shall upon execution by both parties supersede and replace the MINOR CONTRACT FOR LESS THAN \$15,000, dated January 26, 2021; and

WHEREAS, the Emergency Rental Assistance Program makes available funds to assist households who are unable to pay rent and utilities due to the COVID-19 pandemic. Funds are provided directly to state and local governments. Grantees use funds to provide assistance to eligible households through existing or newly created rental assistance programs; and

WHEREAS, due to the COVID-19 Pandemic, the COUNTY by and through the Board of Supervisors has taken steps resolution and local law to respond to the pandemic and otherwise assists residents of the COUNTY, including prospectively securing mass-vaccination sites in the event that vaccine allotment increases; and

WHEREAS, the CONTRACTOR will perform the requested services for the approved amount; and

WHEREAS the purpose of this Amended Contract is to expand the scope of services provided by CONTRACTOR since January 26, 2021, including:

NOW, THEREFORE, the parties agree that:

1. The parties agree that upon execution this AMENDED MINOR CONTRACT FOR LESS THAN \$15,000 shall upon execution by both parties supersede and replace the MINOR CONTRACT FOR LESS THAN \$15,000 dated January 26, 2021.

2. The CONTRACTOR will provide as requested legal advice and counsel with respect to general legal matters, to include, but not be limited to: general legal counsel and advice regarding COVID-19 Pandemic response including assistance with contract review and drafting; and general legal counsel with respect to COUNTY's receipt of funds from the Emergency Rental Assistance Program; in accordance with CONTRACTOR'S Letter of Engagement dated January 13, 2021, which is attached hereto, incorporated herein and made part hereof. The term of this agreement shall commence on January 25, 2021 in accordance with CONTRACTOR's letter of engagement, dated March 16, 2021, which is attached hereto, incorporated herein and made a part hereof.

3. The COUNTY will pay the CONTRACTOR \$325 per hour for principals, \$250 per hour for associates, and \$125 per hour for paralegals, to be billed in accordance with the rates set forth in CONTRACTOR's letter of engagement, dated with the total not to exceed the sum of \$15,000, upon submission of a properly documented voucher.

4. The CONTRACTOR shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The CONTRACTOR and the COUNTY agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.

4. The CONTRACTOR shall not employ any COUNTY official or employee in connection herewith and shall adhere to the COUNTY's Code of Ethics.

5. The CONTRACTOR shall not assign or transfer any interest herein without prior written COUNTY approval.

6. a) CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person, employed by the CONTRACTOR, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work 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 COUNTY.

b) CONTRACTOR shall provide the COUNTY with proof of professional liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000 per occurrence and \$1,000,000 in the aggregate and shall be subject to the approval of the County Attorney.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, CONTRACTOR shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the CONTRACTOR shall promptly pay or cause to be paid all premiums due thereon.

In the event CONTRACTOR receives notice of cancellation of said insurance, CONTRACTOR shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. CONTRACTOR shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the CONTRACTOR'S receipt of said notice of cancellation of CONTRACTOR'S insurance.

Any failure by the CONTRACTOR to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the CONTRACTOR.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR'S obligation to indemnify the COUNTY.

This Agreement shall be void and of no effect unless throughout the term of this Agreement CONTRACTOR, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to County.

7. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party at the party's address stated herein.


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

COUNTY OF SARATOGA

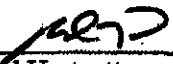
Date 3/19/2021

By:   
STEVEN J. BULGER  
County Administrator

Date 3/19/2021

By:   
WLADIS LAW FIRM, P.C.  
Mark Wladis, Esq.  
Federal I.D. #28-0940870

APPROVED AS TO FORM AND CONTENT:

  
Michael Hartnett  
Assistant County Attorney



**COUNTY OF SARATOGA**

**REQUEST FOR AMENDMENT OF MINOR CONTRACT**  
(maximum \$15,000 for services rendered after October 20, 2015)

TO: COUNTY ADMINISTRATOR

DATE: 3/16/2021

I hereby request approval for an amendment to the following described minor contract (please attach a copy of any written proposal or quote received, whether by letter, email, proposed contract, etc., relative to the requested amendment):

ORIGINAL AMOUNT : \$15,000

VENDOR : Wladis Law Firm, P.C.  
(As listed on original contract)

ADDRESS: 8312 Fly Road  
East Syracuse, NY 13057

**AMENDMENT(S) REQUESTED TO THE MINOR CONTRACT:**

(a) Mass Vaccination site agreements; and (b) exploratory legal work for DoH transition.

**REASON FOR REQUEST:**

Expansion of scope of legal service provided; for services provided since February 1, 2020.

BUDGET ACCOUNT TO BE USED: County Attorney - Professional Services: A.20,000-8190


**COMMENTS:**

DEPARTMENT: County Attorney's Office

  
SIGNATURE OF DEPARTMENT HEAD

\*\*\*\*\*

APPROVED: 3/10/2021  
Date

  
COUNTY ADMINISTRATOR

**THIS REQUEST IS PART OF THE AGREEMENT AND MUST REMAIN ATTACHED**



**WLADIS LAW FIRM**  
THE NEW STANDARD IN CLIENT SERVICE

January 13, 2021

*Via E-mail*

**Mr. Steven Bulger  
County Administrator  
Saratoga County Bd. of Supervisors  
40 McMaster St # 1  
Ballston Spa, New York 12020**

**Re: Letter of Engagement**

**Dear Administrator Bulger:**

I am pleased to welcome the County of Saratoga, New York as a client of The Wladis Law Firm, P.C. (the "firm"). Our goal is to provide you with the highest quality legal services in a responsive and efficient manner.

It is our intent in providing this letter to set forth a clear understanding of our obligations to each other, the fees to be charged, the type of expenses that might be incurred, and our billing practices. If you or others have any questions or desire any clarification concerning any of the matters discussed in this letter agreement, please do not hesitate to telephone me directly.

This letter of engagement confirms that The Wladis Law Firm, P.C. will provide, as requested and specified by the County of Saratoga, legal counsel and advice with respect to general legal matters. Should the nature of our engagement change or expand over time, that too will be governed by this letter of engagement.

We will charge for legal services based primarily on the amount of time devoted to the matter and the hourly rates established for the particular professionals involved. These rates are based on the experience, expertise, and standing of the professionals involved with regard to municipal matters. The billing rate for all attorneys will be at the reduced municipal rate of \$325.00 per hour for partners, \$250.00 per hour for associates and paralegal staff services will be \$125.00 per hour. We bill in quarter-hour increments. Our standard rates are normally adjusted annually; any revised rates will be effective thirty (30) days after you have been provided notice of any adjustment.

The firm also will invoice all mileage and toll reimbursement fees consistent with the then authorized federal mileage reimbursement rate and published toll rates.

**Standard Billing and Payment Procedures.** We normally bill on a monthly basis, providing you with a monthly statement for services rendered during the previous month and for disbursements incurred for your account. The detail in the monthly statements will inform you of both the nature and progress of work and of the fees and costs incurred. If

Mr. Steven Bulger  
County Administrator  
Saratoga County Bd. of Supervisors  
January 13, 2021  
Page 2 of 2

we are working on more than one matter for the County of Saratoga, you may request separate billings for each such matter or a combined billing for all matters.

All of our statements are due and payable within thirty (30) days of receipt. If the County of Saratoga's payments are delayed beyond thirty (30) days, we retain the option to charge interest on the unpaid amounts until paid. We will not charge an interest rate in excess of the maximum amount allowable by law.

In addition, we are required to inform you that, in the unlikely event of a fee dispute, the County of Saratoga may have the right to resolve the dispute via arbitration, as provided for by the New York State Fee Dispute Resolution Program, 22 NYCRR Part 137. If that occasion should arise and the County of Saratoga is eligible to request that the dispute be resolved via arbitration, we will, as required by law, provide the County of Saratoga with the Standard Instructions to Clients for the Resolution of Fee Disputes Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. If that circumstance exists, we may not commence an action in court to collect any disputed fees until such notice has been provided.

Once authorized to do so, please sign a copy of this letter and return it to me via e-mail or mail.

Should you have any questions about this letter or any other matters, please do not hesitate to contact me.

Very truly yours,

  
The Windis Law Firm, P.C.  
By: Mark N. Windis, Esq.

APPROVED AND AGREED:

COUNTY OF SARATOGA, NEW YORK

By: \_\_\_\_\_

Dated: \_\_\_\_\_



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Michael Hartnett, County Attorney  
Pam Wright, Clerk of the Board

**CC:** Jason Kemper, Planning Director  
Therese Connolly, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Tina Potter, Commissioner of Social Services  
Patrick Maxwell, Deputy Commissioner of Social Services

**FROM:** Brian O'Connor, Director of Finance

**DATE:** 4/12/2021

**COMMITTEE:** Law & Finance

1. Is a Resolution Required: **YES** or **NO**  
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: (If yes, budget lines and impact must be provided) **Budget amendments will be needed for additional DSS staff and Provider Contract.**
3. Are there Amendments to the Compensation Schedule: (If yes, provide details) **None by this Resolution, but positions will be needed once the State portal for this program is operational.**
4. Details on what the resolution will authorize: (Be specific)

**This resolution accepts \$6,818,071.60 in federal aid for the COVID-19 Emergency Rental Assistance Program (ERAP) which provides direct payments to landlords on behalf of renters who owe back rent.**

**Up to 10 percent of these funds (\$681,807.16) maybe be used for administrative purposes such as additional staff and associated costs, attorney fees and contacts with nonprofit entities for community outreach.**

**New York State is currently of developing a portal to facilitate the application for and release of grant payments under this program and the total amount of the grant will be transferred to the State for disbursement. A detailed agreement for the management of these funds by NYS is forthcoming.**

5. Vendors/contractors Selected: **None, the Provider Contract which is currently out to bid and will be approved at a future date.**
  - a. Less desirable alternatives:
  - b. Were bids/proposals solicited:
  - c. Was the contractor selected the lowest bid or proposal:
  - d. Was the contract awarded on the best value methodology:
  - e. Is the vendor/contractor a sole source:



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

- g. Commencement date of contract term:
  - h. Termination of contract date:
  - i. Contract renewal and term:
  - j. Contact information:
  - k. Is the vendor/contractor an LLS, PLLC or partnership:
  - l. State of vendor/contractor organization:
  - m. Time element and why:
  - n. Other remarks:
6. Is this an annual housekeeping resolution: (If so, attach the last approved resolution) **No**
- a. What were the terms of the prior resolution
  - b. Are the terms changing:
  - c. What is the reason for the change in terms:
7. Is a new position being created: ) **None by this Resolution, but positions will be needed once the State portal for this program is operational.**
- a. Effective date
  - b. Salary and grade
8. Is a new employee being hired: ) **None by this Resolution, but positions will be needed once the State portal for this program is operational.**
- a. Effective date of employment
  - b. Salary and grade
  - c. Appointed position:
  - d. Term:
9. Is a grant being accepted: **Yes**
- a. Source of grant funding: **United States Treasury**
  - b. Amount of grant: **\$6,818,071.60**
  - c. Purpose grant will be used for: **Rental assistance related to the COVID-19 pandemic.**
  - d. Equipment and/or services being purchased with the grant: **Cost of new equipment for DSS staff and provider contract will be covered under the 10% admin allocation.**
  - e. Time period grant covers: **1/1/21 – 12/31/21**
10. Remarks/Reasoning (All back up must be attached to this memorandum):

**DSS anticipates a future need for DSS staff, time study current staff, equipment costs, and a provider contract for additional outreach and application assistance for landlords and renters. NYS Office of Temporary and Disability Assistance (OTDA) is currently developing a portal to accept applications, determine eligibility and provide payments under this program. Based on conversations with OTDA administrators, the portal is anticipated to be available sometime in April 2021. The contract for an outreach provider is currently in the RFP process and will be completed shortly.**

**U.S. Department of the Treasury**  
**Emergency Rental Assistance**  
**Frequently Asked Questions**  
**Revised February 22, 2021**

The Department of the Treasury (Treasury) is providing these frequently asked questions (FAQs) as guidance regarding the requirements of the Emergency Rental Assistance (ERA) program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the Act). These FAQs will be supplemented by additional guidance.

**1. Who is eligible to receive assistance under the Act and how should a grantee document the eligibility of a household?**

A grantee may only use the funds provided in the ERA to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the grantee must determine that:

- i. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
- ii. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- iii. the household has a household income at or below 80% of area median income.

The FAQs below describe the documentation requirements for each of these conditions of eligibility. These requirements provide for various means of documentation so that grantees may extend this emergency assistance to vulnerable populations without imposing undue documentation burdens. As described below, given the challenges presented by the COVID-19 pandemic, grantees may be flexible as to the particular form of documentation they require, including by permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

In all cases, grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations. Grantees must also have controls in place to ensure compliance with their policies and procedures and prevent fraud. Grantees must specify in their policies and procedures under what circumstances they will accept written attestations from the applicant without further documentation to determine any aspect of eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

**2. How should applicants document that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to the COVID-19 outbreak?**

A grantee must document that one or more members of the applicant's household either (i) qualified for unemployment benefits or (ii) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak. If the grantee

is relying on clause (i) for this determination, the grantee is permitted to rely on either a written attestation signed by the applicant or other relevant documentation regarding the household member's qualification for unemployment benefits. If the grantee is relying on clause (ii) for this determination, the Act requires the grantee to obtain a written attestation signed by the applicant that one or more members of the household meets this condition.

### **3. How should a grantee determine that an individual within a household is at risk of experiencing homelessness or housing instability?**

The Act requires that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions, or (iii) any other evidence of risk, as determined by the grantee. Grantees should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.

### **4. The Act limits eligibility to households with income that does not exceed 80 percent of the median income for the area in which the household is located, as determined by the Department of Housing and Urban Development (HUD), but does not provide a definition of household income. How is household income defined for purposes of the ERA program? How will income be documented and verified?**

*Definition of Income:* With respect to each household applying for assistance, grantees may choose between using HUD's definition of "annual income" in 24 CFR 5.609<sup>1</sup> and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

*Methods for Income Determination:* The Act provides that grantees may determine income eligibility based on either (i) the household's total income for calendar year 2020, or (ii) sufficient confirmation of the household's monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

If a grantee uses a household's monthly income to determine eligibility, the grantee should review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income exceeds 80 percent of area median income. For example, if the applicant provides income information for two months, the grantee should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

*Documentation of Income Determination:* Grantees must have a reasonable basis under the circumstances for determining income. Except as discussed below, this generally requires a written attestation from the applicant as to household income and also documentation available to the applicant to support the determination of income, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. As discussed below, under limited circumstances, a grantee may rely on a written attestation from the applicant without further documentation of household income. Grantees have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the

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<sup>1</sup> See [https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#se24.1.5\\_1609](https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#se24.1.5_1609).

pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination.

*Categorical Eligibility:* If an applicant's household income has been verified to be at or below 80 percent of the area median income in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income, provided that the determination for such program was made on or after January 1, 2020.

*Written Attestation Without Further Documentation:* To the extent that a household's income, or a portion thereof, is not verifiable due to the impact of COVID-19 (for example, because a place of employment has closed) or has been received in cash, or if the household has no qualifying income, grantees may accept a written attestation from the applicant regarding household income. If such a written attestation without further documentation is relied on, the grantee must reassess household income for such household every three months. In appropriate cases, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

*Definition of Area Median Income:* The area median income for a household is the same as the income limits for families published in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for "Access Individual Median Family Income Areas" at <https://www.huduser.gov/portal/datasets/il.html>.<sup>2</sup>

## **5. The Act provides that ERA funds may be used for rent and rental arrears. How should a grantee document where an applicant resides and the amount of rent or rental arrears owed?**

Grantees must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.

*Written Attestation:* If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation or negotiate with landlords in order to avoid eviction. Such assistance may only be provided for three months at a time. A grantee must obtain evidence of rent owed consistent with the above after three months in order

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<sup>2</sup> Specifically, 80% of area median income is the same as "low income." For the purpose of prioritizing rental assistance as described in FAQ 22 below, pursuant to section 501(c)(4)(A) of Subdivision N of the Act, 50 percent of the area median income for the household is the same as the "very low-income limit" for the area in question.



to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

**6. The Act provides that ERA funds may be used for “utilities and home energy costs” and “utilities and home energy costs arrears.” How are those terms defined and how should those costs be documented?**

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted.

All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.

Utilities and home energy costs that are covered by the landlord will be treated as rent.

**7. The Act provides that ERA funds may be used for “other expenses related to housing incurred due, directly or indirectly, to” the COVID-19 outbreak, as defined by the Secretary. What are some examples of these “other expenses”?**

The Act requires that other expenses must be related to housing and be incurred due directly or indirectly due to COVID-19. Such expenses include relocation expenses and rental fees (if a household has been temporarily or permanently displaced due to the COVID-19 outbreak); reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services. However, given that coverage of Internet would reduce the amount of funds available for rental assistance, grantees should adopt policies that govern in what circumstances that they will determine that covering this cost would be appropriate.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service.

**8. Must a beneficiary of the rental assistance program have rental arrears?**

No. The statute does not prohibit the enrollment of households for only prospective benefits. Section 501(c)(2)(B)(iii) of Division N of the Act does provide that if an applicant has rental arrears, the grantee may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears.

**9. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?**

Yes, but not before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

**10. Is there a limit on financial assistance for prospective rent?**

Yes. Under the Act, financial assistance for prospective rent payments is limited to three months based on any application by or on behalf of the household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds

currently allocated to the grantee, and (ii) based on a subsequent application for additional assistance provided that the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household, subject to the availability of funds).

**11. Must a grantee pay for all of a household's rental or utility arrears?**

No. The full payment of arrears is allowed up to the 12-month limit established by the statute. Grantees may provide assistance for an additional three months if the grantee determines that further assistance is necessary to ensure housing stability. A grantee may structure a program to provide less than full coverage of arrears.

**12. What outreach must be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?**

Treasury expects that in general, rental and utility assistance can be provided most effectively and efficiently when the landlord or utility provider participates in the program. As required by the Act, grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if (i) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; (ii) the grantee has made at least three attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

**13. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?**

No. Payments under ERA are provided to help households meet housing costs that they are unable to meet as a result of the COVID-19 pandemic. There is no requirement regarding the length of tenure in the current unit.

**14. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury's reporting and recordkeeping requirements?**

Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:

- Address of the rental unit;
- For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
- Amount and percentage of monthly rent covered by ERA assistance;
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;

- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.

Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury’s Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.<sup>3</sup> Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees must comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information they collect.<sup>4</sup>

The assistance listing number assigned to the ERA program is 21.023.

**15. The statute requires that ERA payments not be duplicative of any other federally funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, *e.g.*, Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for ERA?**

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

If an eligible household receives a monthly federal subsidy (*e.g.*, a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive ERA assistance for the tenant-owed portion of rent or utilities that is not subsidized.

Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing ERA assistance, the grantee must review the household’s income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs. Grantees may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Grantees with

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<sup>3</sup> Note that this FAQ is not intended to address all reporting requirements that will apply to the ERA program but rather to note for grantees information that they should anticipate needing to collect from households with respect to the provision of rental assistance.

<sup>4</sup> Specifically, the Act requires grantees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement.

**16. May a Tribe or Tribally Designated Housing Entity (TDHE) provide assistance to Tribal members living outside Tribal lands?**

Yes. Tribal members living outside Tribal lands may receive ERA funds from their Tribe or TDHE, provided they are not already receiving assistance from another Tribe or TDHE, state, or local government.

**17. May a Tribe or TDHE provide assistance to non-Tribal members living on Tribal lands?**

Yes. A Tribe or TDHE may provide ERA funds to non-Tribal members living on Tribal lands, provided these individuals are not already receiving assistance from another Tribe or TDHE, state, or local government.

**18. May a grantee provide assistance to households for which the grantee is the landlord?**

Yes. A grantee may provide assistance to households for which the grantee is the landlord provided that the grantee complies with the all provisions of the Act, the award terms, and this guidance and that no preferences beyond those outlined in the Act are given to households that reside in the grantee's own properties.

**19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?**

Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. The limitations in section 501(c)(2)(B) of Division N of the Act limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

**20. May a grantee provide ERA assistance to homeowners to cover their mortgage, utility, or energy costs?**

No. Under the Act, ERA assistance may be provided only to eligible households, which is defined to include only households that are obligated to pay rent on a residential unit.

**21. May grantees administer ERA programs by using contractors, subrecipients, or intergovernmental cooperation agreements?**

Yes. Grantees may use ERA payments to make subawards to other entities, including non-profit organizations and local governments, to administer ERA programs on behalf of the grantees. The subrecipient monitoring and management requirements set forth in 2 CFR 200.331-200.333 will apply to such entities. Grantees may also enter into contracts using ERA payments for goods or services to implement ERA programs. Grantees must comply with the procurement standards set forth in 2 CFR 200.317-200.327 in entering into such contracts. Grantees are encouraged to achieve administrative efficiency and fiduciary responsibility by collaborating with other grantees in joint administrative solutions to deploying ERA resources.

**22. The Act requires a prioritization of assistance for households with incomes less than 50% of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application. How should grantees prioritize assistance?**

Grantees should establish a preference system for assistance that prioritizes assistance to households with incomes less than 50% area median income and to households with one or more members that have been unemployed for at least 90 days. Grantees should document the preference system they plan to use and should inform all applicants about available preferences.

**23. The Act allows for up to 10 percent of the funds received by a grantee to be used for housing stability services related to the COVID-19 outbreak intended to keep households stably housed. What are some examples of these services?**

Housing stability services related to the COVID-19 outbreak include those that enable eligible households to maintain or obtain housing. Such services may include housing counseling, fair housing counseling, case management related to housing stability, housing related services for survivors of domestic abuse or human trafficking, attorney's fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

**24. Are grantees required to remit interest earned on ERA payments made by Treasury?**

No. ERA payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. ERA payments made by Treasury to local governments, Tribes, and TDHEs are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

**25. When may Treasury recoup ERA funds from a grantee?**

Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds.



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Mike Hartnett, County Attorney  
Pam Wright, Clerk of the Board

**CC:** Jason Kemper, Planning Director  
Therese Connolly, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, Confidential Secretary/County Attorney's Office

**FROM:** Dan Rourke, Sewer District

**DATE:** 4/7/21

**RE:** AHU-5 Replacement Contract for the WWTP

**COMMITTEE:** Sewer Commission

1. Is a Resolution Required:  **YES** or  **NO**  
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed:  
(If yes, budget lines and impact must be provided)  
NO

3. Are there Amendments to the Compensation Schedule:  
(If yes, provide details)  
NO

4. Specific details on what the resolution will authorize:

This resolution will authorize the chairman to enter into an agreement with Eckert Mechanical LLC for installation of AHU-5 at the SCSD WWTP. The total cost of the installation contract is \$57,353

5. Does this item require hiring a Vendors/Contractors:

- a. Were bids/proposals solicited: Yes
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: TBD
- d. Termination of contract date: TBD
- e. Contract renewal and term:
- f. Contact information: Russell Lincoln, President (518) 459-1208
- g. Is the vendor/contractor an LLS, PLLC or partnership: LLC
- h. State of vendor/contractor organization: New York
- i. Is this a renewal agreement:  YES or  NO
- j. Vendor/Contractor comment/remarks:

Eckert Mechanical was Low bid for the installation



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution:  
(If yes, attach the last approved resolution)
  - a. What were the terms of the prior resolution NO
  - b. Are the terms changing:
  - c. What is the reason for the change in terms:
  
7. Is a new position being created:
  - a. Effective date NO
  - b. Salary and grade
  
8. Is a new employee being hired:
  - a. Effective date of employment NO
  - b. Salary and grade
  - c. Appointed position:
  - d. Term:
  
9. Is a grant being accepted:
  - a. Source of grant funding: NO
  - b. Amount of grant:
  - c. Purpose grant will be used for:
  - d. Equipment and/or services being purchased with the grant:
  - e. Time period grant covers:
  
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

Supporting Bid Documents attached. AHU-5 and condenser provide air conditioning in administration building at the WWTP.

**FORM OF BID**

**SARATOGA COUNTY SEWER DISTRICT #1 – ADMIN  
BUILDING – AHU-5 REPLACEMENT  
21-SDAHUINSTALL-1**

Date: 03/23/2021

Bid of Eckert Mechanical, LLC (hereinafter called "Bidder")

organized and existing under the laws of the State of New York

doing business as Corporation

To the County of Saratoga, Ballston Spa, New York (hereinafter called "Owner").

The Bidder, in compliance with your invitation for bids for the replacement of the AHU on the roof of the Saratoga County Sewer District #1 Admin Building, and having examined specifications with related documents and the site of the proposed project, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in a timely manner in accordance with the Contract Documents; and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

Bidder agrees to perform all work described in these specifications as a lump sum as stated in the following. The bidder agrees to furnish all labor, equipment, and material necessary for the replacement and removal of the existing AHU based on these specifications 21-SDAHUINSTALL-1 and a review of the site.



**FORM OF BID**

SARATOGA COUNTY SEWER DISTRICT #1 – ADMIN BUILDING – AHU-5 REPLACEMENT

**BIDDER'S NAME:** Eckert Mechanical, LLC

| <u>Addenda Acknowledgement:</u> | <u>Addendum No.</u>         | <u>Date Received</u>        |
|---------------------------------|-----------------------------|-----------------------------|
|                                 | <u>1</u>                    | <u>03/15/2021</u>           |
|                                 | <u>                    </u> | <u>                    </u> |
|                                 | <u>                    </u> | <u>                    </u> |

BASE BID .....\$ 57,353.00  
TOTAL WRITTEN AMOUNT: FIFTY SEVEN THOUSAND  
THREE HUNDRED FIFTY THREE DOLLARS

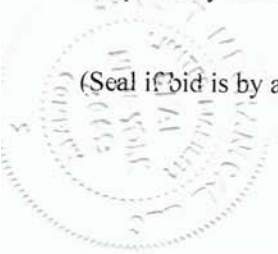
The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The bidder agrees that his bid shall be valid and may not be withdrawn for a period of 45 days after scheduled closing time for receiving bids.

The bid security attached in the sum of \$ 5% (in figures)  
\_\_\_\_\_ (in words)

is to become the property of the Owner in the event that contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

Respectfully submitted:



(Seal if bid is by a corporation)

SIGNATURE Russell Lincoln  
NAME & TITLE Russell Lincoln, President  
COMPANY Eckert Mechanical, LLC  
ADDRESS 1062 Central Avenue  
Albany, NY 12205  
TELEPHONE (518) 459-4116 Ext. 244  
FAX (518) 459-1208

DATE 03/23/2021



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Mike Hartnett, County Attorney  
Pam Wright, Clerk of the Board

**CC:** Jason Kemper, Planning Director  
Therese Connolly, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, Confidential Secretary/County Attorney's Office

**FROM:** Dan Rourke, Sewer District

**DATE:** 4/7/21

**RE:** Office of State Comptroller Application Submission

**COMMITTEE:** Sewer Commission

1. Is a Resolution Required:  **YES** or  **NO**  
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed:  
(If yes, budget lines and impact must be provided)  
NO

3. Are there Amendments to the Compensation Schedule:  
(If yes, provide details)  
NO

4. Specific details on what the resolution will authorize:

THIS RESOLUTION WILL APPROVE THE APPLICATION FOR PERMISSION OF THE NEW YORK STATE COMPTROLLER REGARDING THE PROPOSED REHABILITATION AND IMPROVEMENT OF THE SARATOGA COUNTY SEWER DISTRICT SEWER INTERCEPTOR AND RELATED FACILITIES

5. Does this item require hiring a Vendors/Contractors:

- a. Were bids/proposals solicited: NO
- b. Is the vendor/contractor a sole source: N/A
- c. Commencement date of contract term: N/A
- d. Termination of contract date:
- e. Contract renewal and term:
- f. Contact information: Paul Reichel, bond counsel (315) 218 8135
- g. Is the vendor/contractor an LLS, PLLC or partnership:
- h. State of vendor/contractor organization: New York
- i. Is this a renewal agreement:  YES or  NO
- j. Vendor/Contractor comment/remarks:



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution:  
(If yes, attach the last approved resolution)
  - a. What were the terms of the prior resolution NO
  - b. Are the terms changing:
  - c. What is the reason for the change in terms:
  
7. Is a new position being created:
  - a. Effective date NO
  - b. Salary and grade
  
8. Is a new employee being hired:
  - a. Effective date of employment NO
  - b. Salary and grade
  - c. Appointed position:
  - d. Term:
  
9. Is a grant being accepted:
  - a. Source of grant funding: NO
  - b. Amount of grant:
  - c. Purpose grant will be used for:
  - d. Equipment and/or services being purchased with the grant:
  - e. Time period grant covers:
  
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

Bond Counsel stated this resolution is standard practice to have the board approve the application for content and approve the submission. Body of application attached, and draft resolution sent to county attorney's office

SARATOGA COUNTY, NEW YORK

APPLICATION FOR PERMISSION OF THE STATE COMPTROLLER TO  
IMPROVE FACILITIES FOR SARATOGA COUNTY  
SEWER DISTRICT NO. 1

April 20, 2021

Pursuant to Section 268 of the County Law, the undersigned Chairman of the Board of Supervisors of Saratoga County, New York (the "County") hereby requests the New York State Comptroller's permission to acquire, construct and install improvements to the sewer system (the "Improvements") for Saratoga County Sewer District No. 1 (the "District") including the rehabilitation of approximately 14 miles of the existing interceptor sewer ranging in size from 36" to 54" diameter concrete pipe. The method of rehabilitation sought is Cured In Place Pipe lining (CIPP) as more particularly described in the engineering report of M.J. Engineering & Land Surveying, P.C. (the "Engineer's Report") which is on file in the office of the Clerk of the Board of Supervisors and attached hereto as Exhibit A.

The following information is submitted in support of this application in accordance with Section 85.4 of the New York State Comptroller's Regulations.

New York State Comptroller's Regulations Section 85.4:

Paragraph:

(a) *County Law Proceedings.*

- (1) A copy of the Engineer's Report describing the proposed Improvements and the Board of Supervisor's plan for financing costs of the Improvements is attached as Exhibit A.
- (2) A certified copy of the Board Supervisor's resolution scheduling a public hearing regarding the Improvements is attached as Exhibit B.
- (3) Certified copies of the Notice of Public Hearing regarding undertaking of the Improvements, with proof of posting and publication, are attached as Exhibit C.
- (4) A certified copy of the Board of Supervisor's resolution approving the Improvements, subject to New York State Comptroller's approval (the "Approving Resolution"), is attached as Exhibit D.



(b) *Description of Proposed Improvements.*

The proposed Improvements consist of rehabilitation of approximately 14 miles of the Saratoga County interceptor sewer consisting of 36" to 54" diameter concrete pipe, as more particularly described in the Engineer's Report attached as Exhibit A.

(c) *Maximum of Cost of Proposed Improvements.*

The maximum cost of the proposed Improvements is \$29,800,000.

(d) *Factors Considered by the Board of Supervisors in Determining the Improvements are in the Public Interest.*

The Improvements consist of upgrades to infrastructure that is rapidly reaching the end of its useful life. The original pipe was installed in the mid 1970's and is approximately 46 years old. The piping material is concrete causing severe fast paced deterioration due to the presence of Hydrogen Sulfide gas in wastewater. This type of pipe has seen failures within county over the last 15 years. It carries 15.5 million gallons a day on average and as much as 21 million gallons on the highest day. A failure of this infrastructure would cause this wastewater to discharge in to public parks, streets and waterways, such as the Kaydeross Creek and Hudson River, causing significant damage and potential harm to public health in the county.

(e) *Proposed Method of Financing the Cost of Improvements.*

(1) The proposed manner of financing the estimated \$29,800,000 cost of the Improvements consists of the issuance of the County's bond anticipation notes and serial bonds in the principal amount of \$29,800,000 with a maximum maturity of 30 years and an estimated interest rate of 3.5%, which is reasonable under current market conditions.

(2) There is no state or federal aid currently committed for the proposed Improvements. Any state or federal aid received will be used to reduce the amount to be borrowed to the extent County obligations have not been issued to finance costs of the Improvements or applied to pay the principal of and interest on obligations issued by the County to finance costs of the Improvements.

(f) *Estimated Operating and Maintenance Costs of the Improvements.*

The Improvement will be operated and maintained by the District as part of the District's sewer system. Sewer charges will be imposed by the District to cover operating and maintenance costs in accordance with the District's established rate structure. The District's current sewer rates are \$254 per user (i.e., unit) for the treatment and transportation through the trunk and interceptor sewers. The

Improvements are not expected to increase the District's operating and maintenance costs.

- (g) *Proposed Manner of Raising Debt Service and Operation and Maintenance Costs.*

The costs of debt service will be funded through user charges imposed on all users in the District. Annual debt service costs will be allocated among all users on a per-user (i.e., per-unit) basis. The number of users (i.e., units) assigned to each property is set forth in the District's Scale of Charges, which assigns a number of users (i.e., units) based on the class or type of property. For example, single family residential property is assigned one user, and multi-family is assigned one user per dwelling unit. For 2021, there are 86,499 users (units). Assuming \$1,942,568 annual debt service (based on \$29,800,000 principal amount, 3.5% interest rate and 30 year bond term), the annual debt service charge per user is \$22.46/user ( $\$1,942,568 \div 86,499$  units).

Operation and maintenance charges will also be raised by user charges imposed by the District, following the District's established rate schedule.

- (h) *Aggregate Assessed Valuation.*

The aggregate assessed valuation of the taxable real property in the District, as shown on the latest completed assessment roll, is \$14,031,486,546.

- (i) *Improvements Under Town Law Section 54 or 209-q.*

Not applicable.

- (j) *Applications Pursuant to County Law.*

Not applicable. There will be no allocation of costs between zones of assessment.

- (k) *Average Full Value of the Taxable Real Property of the County..*

The average full value of the taxable real property of the County, computed pursuant to Local Finance Law Section 2.00, is \$26,893,303,817.57.

- (l) *Itemized Statement of Outstanding, and Authorized but Unissued, Indebtedness.*

See the County's current Debt Statement attached as Exhibit E.

- (m) *Statement of All Appropriations Made During Current Fiscal Year for Repayment of Debt Principal, Amount of Any Federal or State Aid Available for Payment of Debt Principal, and Amount of Debt Excludable for Purposes of Computing the County's Debt Limit.*

See Debt Statement attached as Exhibit E.



- (n) *Local Finance Law Article 2, Title 10 Debt Statement.*

See Debt Statement attached as Exhibit E.

- (o) *Current Tax Rates and Assessments Applicable to the Taxable Real Property Which Will Bear the Costs of the Improvements.*

See Tax Rate Report attached as Exhibit H.

- (p) *Assessed Value of a "Typical Property" in the District.*

The assessed value of a "Typical Property" in the District is \$125,000.

- (q) *Estimated Amount the Owner of a "Typical Property" and, if Different, a "Typical One or Two Family Home" (as defined in County Law Section 278) Will be Required to Pay in the First Year Following Approval of this Application, if Granted, for Debt Service, Operation and Maintenance and Other Charges Related to the Improvements, with an Explanation of How Such Costs were Computed.*

The estimated amount the owner of a "Typical Property" will pay in the first year following approval of this Application is as follows:

Debt Service for Improvements Capital Cost ..... \$22.46

See paragraph (g) above for calculation of debt service cost. No additional operation and maintenance or other charges are expected as a result of the Improvements.

- (r) *Maximum Amount Any Real Property Owner Will Be Required to Pay in the First Year Following Approval of this Application, If Granted, for Debt Service, Operation and Maintenance and Other Charges Related to the Proposed Improvements, with an Explanation of How Such Costs Have Been Computed.*

The parcel utilized by Global Foundries (Parcel No. 230.-1-72.12) will be required to pay approximately \$336,900 for debt service, operation and maintenance charges in the first year, calculated in accordance with Global Foundries' wastewater permit, which is the maximum amount to be paid by any property owner or user.

- (s) *Statement of the State Lands in the District, and the Costs of the Proposed Improvements Which Will be Borne by Such Property During the First Year Following Approval of this Application, If Granted.*

NYSERDA Research Lab – 84 Units x 22.46 = \$1,886.64

Saratoga Spa State Park – 117 Units x 22.46 = \$2,627.82

(t) *Location Within Agricultural District.*

One project location falls within an existing agricultural district. Saratoga County Agricultural District 002 in Saratoga Springs. The sewer runs along the west property line of the Saratoga Spa state park in this area near NYS Rte. 50. The assessment base for the proposed Improvements will not be affected by the agricultural district as costs of the Improvements will be allocated on a unit basis.

(u) *Population of the District; Number of One and Two Family Homes Located in the District; Assessed Value of the Typical One or Two Family Home, and Description of Non Residential Areas Including Total Assessed Value Thereof.*

The estimated population of the District is approximately 230,000 people. There are 41,738 one- and two-family homes in the District. The assessed value of the typical one or two family home is \$125,000. Nonresidential uses in the District include typical commercial business including shopping centers, restaurants, supermarkets, gyms, etc. and the total assessed value thereof is \$ 4,732,379,981.

(v) *Proposals for Development of Vacant Land Located in the District.*

The District includes various parcels of vacant land held for future development. Saratoga County continues to grow and vacant parcels are developed. This will likely continue in the near future.

The Board of Supervisor's determination that the proposed Improvements will not constitute an undue burden on the area which will bear the cost of the Improvements was not dependent, in whole or in part, on the development of vacant land.

(w) *Anticipated Revenue from Service Sold to Users Outside the District.*

Saratoga County Sewer District currently has an agreement with the Town of Schaghticoke to serve the Hemstreet Park area of the Town. This area has 236 residential units, which will generate \$5,300.56 estimated revenue (\$22.46 x 236 units) for the District.

(x) *State, or Federal Agency or Court Orders Relating to the Improvements.*

None.

(y) *Actions Taken by Governing Board, Other Than Those Required by the County Law, to Apprise Property Owners of Improvement Costs.*

None.

(z) *Written Objections from Owners of Real Property in the District.*

None.



Additional Information:

Attached as Exhibit F is a certified copy of the resolution of the Board of Supervisors adopted pursuant to Section 85.3(b)(1) of the New York State Comptroller's Regulations stating that this Application was prepared at the direction of the Board of Supervisors; that the Board of Supervisors believes the contents of the Application to be accurate; that the Board of Supervisors has determined that the proposed Improvements for which permission is sought are in the public interest and will not constitute an undue burden on the property which will bear the cost thereof; that all real property to be assessed the cost of the proposed Improvements will be benefited thereby; and that no benefited property has been excluded.

Attached hereto as Exhibit G is the opinion of Bond, Schoeneck & King, PLLC provided in accordance with New York State Comptroller's Regulations Section 85.5.

**VERIFICATION**

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

Theodore Todd Kusnierz, being duly sworn, deposes and says that he is Chairman of the Board of Supervisors of Saratoga County, the municipality named in the preceding Application; that he has read the foregoing Application and knows the contents thereof; and that the same is true to his own knowledge.

\_\_\_\_\_  
Theodore Todd Kusnierz

Sworn to before me this  
\_\_\_\_\_ day of April, 2021.

\_\_\_\_\_  
Public Notary

List of Exhibits

- Exhibit A Engineer's Report.
- Exhibit B Board of Supervisors' resolution scheduling a Public Hearing regarding the Improvements.
- Exhibit C Certified copy of Notice of Public Hearing, with proof of publication.
- Exhibit D Board of Supervisors' Approving Resolution.
- Exhibit E Debt Statement.
- Exhibit F Board of Supervisors' resolution regarding this Application and other matters.
- Exhibit G Legal Opinion of Bond, Schoeneck & King, PLLC.
- Exhibit H Current property tax rates.



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Mike Hartnett, County Attorney  
Pam Wright, Clerk of the Board

**CC:** Jason Kemper, Planning Director  
Therese Connolly, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, Confidential Secretary/County Attorney's Office

**FROM:** Dan Rourke, Sewer District

**DATE:** 4/6/21

**RE:** UV Disinfection Preventative Maintenance Contract

**COMMITTEE:** Sewer Commission

1. Is a Resolution Required:  **YES** or  **NO**  
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed:  
(If yes, budget lines and impact must be provided)  
NO

3. Are there Amendments to the Compensation Schedule:  
(If yes, provide details)  
NO

4. Specific details on what the resolution will authorize:

This resolution will authorize the chairman to enter into an agreement with Xylem Water Solutions USA Inc. for maintenance of the UV Disinfection system at SCSD No.1's WWTP. The services were bid and Xylem was the sole bidder at \$19,758

5. Does this item require hiring a Vendors/Contractors:

- a. Were bids/proposals solicited: Yes
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: 4/1/21
- d. Termination of contract date: 3/31/21 (Unless an extension is agreed upon per the bid)
- e. Contract renewal and term: 1 year renewal option if agreed upon by both parties
- f. Contact information: Rick Nash, Manager richard.nash@xylemnc.com (980) 259-4461
- g. Is the vendor/contractor an LLS, PLLC or partnership: Inc.
- h. State of vendor/contractor organization: North Carolina
- i. Is this a renewal agreement:  **YES** or  **NO**
- j. Vendor/Contractor comment/remarks:



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution:  
(If yes, attach the last approved resolution)
  - a. What were the terms of the prior resolution
  - b. Are the terms changing:
  - c. What is the reason for the change in terms:  
Change in Price
  
7. Is a new position being created:
  - a. Effective date NO
  - b. Salary and grade
  
8. Is a new employee being hired:
  - a. Effective date of employment NO
  - b. Salary and grade
  - c. Appointed position:
  - d. Term:
  
9. Is a grant being accepted:
  - a. Source of grant funding: NO
  - b. Amount of grant:
  - c. Purpose grant will be used for:
  - d. Equipment and/or services being purchased with the grant:
  - e. Time period grant covers:
  
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

an Ongoing preventative maintenance program of the UV system ensures better compliance, less down time and decreased energy usage. Previous resolution and bid docs attached to this form.


# SARATOGA COUNTY PURCHASING

*Central Stores ~ Central Printing ~ Central Mail*  
50 West High Street \* Ballston Spa, NY 12020

Telephone: (518) 885-2210  
Fax: (518) 885-2220

## MEMORANDUM

TO: Dan Rourke, Executive Director

FROM: John Warmt, Purchasing 

DATE: March 11, 2021

RE: UV Disinfectant System Maintenance - 21-UVDM-1

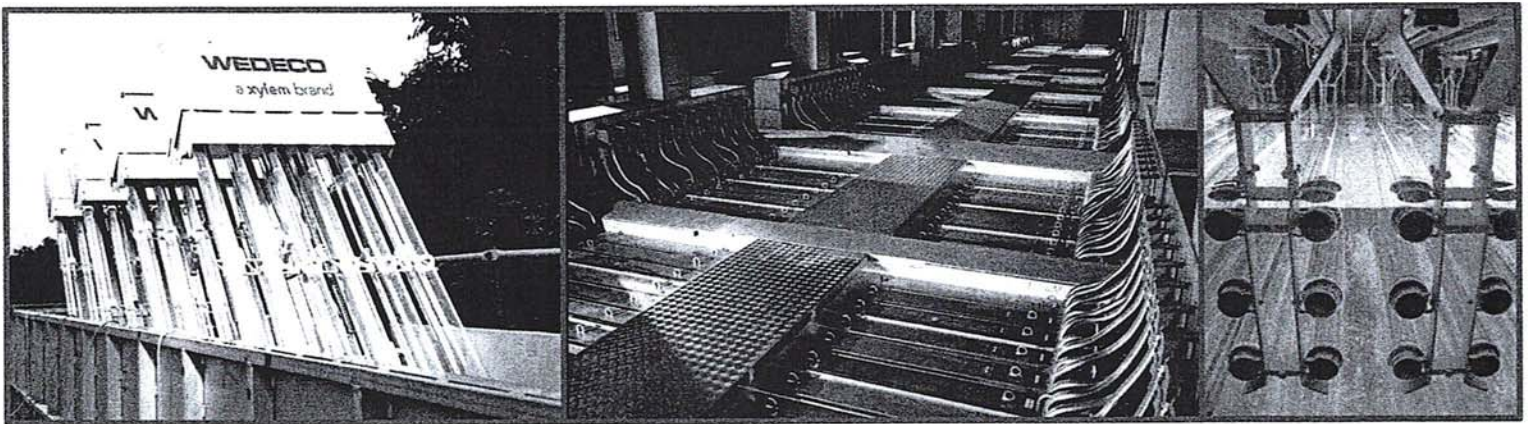
Please see attached copy of only proposal received for the referenced bid. Please get back to me with your award recommendation.



**WEDECO**  
a xylem brand

# Wedeco UV TotalCare Services Proposal

Improving Performance, Reducing Costs



**TAK55M (HP) 9-12X2I2W**

## **SARATOGA COUNTY SEWER DISTRICT MECHANICVILLE, NEW YORK**

**Wedeco Project #: U08022**  
**Wedeco Quote #: J19120567333**  
**Wedeco Contact: Rick Nash**  
**Date of Contract Proposal: March 5, 2021**

Xylem Water Solutions  
4828 Parkway Plaza Blvd, Charlotte, NC 28217  
Tel: (704) 409 – 9700 Fax: (704) 409 – 9839  
[www.xylem.com](http://www.xylem.com)

## Xylem TotalCare Services

### Introduction

**TotalCare Preventative Maintenance (PM) Services** are the most economical, and also the most popular of all TotalCare services. With the Preventative Maintenance service, a Xylem technician will visit your site to perform all necessary inspections and minor maintenance work.

Xylem TotalCare Services will enable you to reduce the total cost of ownership by providing technical and process support. Our TotalCare services work because we are committed to supporting you and your Wedeco UV system throughout its operational life; ensuring that you achieve the lowest cost of equipment ownership through increased reliability, reduced energy consumption and proactive maintenance.

#### Keeping maintenance costs down

With resources tight and cost-cutting measures in place across the board, companies are looking for smart ways to extend asset life and reduce costs for unplanned work, such as breakdowns and emergency callouts.

A preventive maintenance service program is proposed that is completely tailored to your needs. Yearly, semi-annual or quarterly planned visit by a Xylem Field Service Technician specifically trained in the maintenance of the Wedeco UV System will be carried out utilizing a well-defined service schedule.

Xylem's Wedeco UV systems are required to perform 24/7. To guarantee this performance level, regular inspection and maintenance combined with the use of genuine OEM spare parts is essential. Key benefits that you can expect from a Xylem TotalCare preventive maintenance service program include:

- Plant optimization with focus on reducing plant operational costs
- Priority in service scheduling
- Custom tailored preventative maintenance plans
- Unlimited phone support
- Discounts on spare parts
- Additional on-site training
- Knowledgeable factory trained UV service technicians
- Confirm instrument calibration and set-up
- Reduce system down time



| Total Care Activities – Open Channel UV Systems |   |
|---|---|
| Typical Tasks                                   | Duron & TAK Systems   |
| System Review                                   | <p>Pre-visit:</p> <ul style="list-style-type: none"> <li>Identify outstanding issues from prior visits as well as new issues.</li> <li>Recommend parts required for upcoming work.</li> </ul> <p>Onsite:</p> <ul style="list-style-type: none"> <li>Review system history and alarm log since last visit– identify key tasks to resolve during visit.</li> </ul>  |
| Control Cabinets                                | <ul style="list-style-type: none"> <li>Inspect cabinets for dust and/or corrosion. Clean as necessary.</li> <li>Confirm adequate cooling and or airflow through cabinet.</li> <li>Check for hot spots that could cause temperature faults.</li> <li>Replace filters as need from spares stock.</li> <li>Troubleshoot and resolve faulty ballasts.</li> <li>Replaced failed ballasts from spares stock as needed.</li> <li>If indicated, measure incoming, voltage, current, neutral, and ground of supplied system power. Identify deficiencies and diagnostic recommendations.</li> <li>Validate proper operation and set points of HMI, adjust as needed.</li> <li>Validate proper operation and set points of internal UV system controllers, adjust as needed.</li> <li>Validate proper function of all signal isolators. Replace from onsite spares as needed.</li> <li>Validate proper function of all safety circuits.</li> <li>Perform basic functional test of AC units if present.</li> <li>Check remote communications if applicable.</li> </ul> |
| Cables & Junction Boxes                         | <ul style="list-style-type: none"> <li>Examine cables, connectors and Harting hardware for proper function. Replace faulty hardware with onsite spares.</li> <li>Identify and provide recommendations for unusual wear, rust and/or corrosion of components. Replace as needed from onsite spares.</li> </ul>   |
| Modules, Lamps, Reactor, Sleeves & Connectors   | <ul style="list-style-type: none"> <li>Identify and provide recommendations for unusual wear, rust and/or corrosion of components. Replace as needed from onsite spares.</li> <li>Check quartz sleeves for excessive surface abrasions, replace as needed from onsite spares.</li> <li>Check quartz sleeves for excessive water ingress, replace from onsite spares as needed.</li> <li>Identify and resolve any loose connections.</li> <li>Validate cable connector functionality. Replace O-rings, or connector assembly from onsite spares as needed.</li> <li>Check intensity sensors for proper operation, clean if needed, replace from onsite spares as necessary.</li> <li>Examine Intensity sensor cleaning brushes. Replace from onsite spares as needed.</li> <li>Examine a representative sampling of lamps for signs of excessive aging, replace as needed. Identify source of problem if premature.</li> <li>Troubleshoot failed components and replace from onsite spares as needed.</li> </ul>   |
| Control Philosophy                              | <ul style="list-style-type: none"> <li>Identify chronic alarms - root cause and resolve.</li> <li>Validate intensity readings.</li> <li>Root cause and resolve UV intensity issues if system related (doesn't include system cleaning).</li> <li>Validate incoming flow signal. Identify any inconsistencies.</li> <li>Validate basic PLC function in Manual, Maintenance and Automatic modes</li> </ul>  |
| Wiper Cleaning Systems                          | <ul style="list-style-type: none"> <li>Repair junction box, pneumatic line, fitting and wiper module leaks utilizing onsite spares as needed.</li> <li>Change air compressor filtration desiccant from onsite spares as needed.</li> <li>Purge system of all water and oil.</li> <li>Identify airline freezing risks. Make resolution recommendations as needed.</li> <li>Validate all compressor set points. Fine tune as needed.</li> </ul>   |

|                                    |  |
|------------------------------------|--|
|                                    | <ul style="list-style-type: none"> <li>• Validate operation of wiper modules to specification. Replace from onsite spares as needed.</li> <li>• Validate proper operation of wiper module limit switches. Replace from onsite spares as needed.</li> <li>• Confirm operation of automatic drain valve repair or replace from onsite spare as needed</li> </ul>   |
| Control Instrumentation            | <ul style="list-style-type: none"> <li>• Clean and validate level switches.</li> <li>• Clean and validate proper operation of ultrasonic level/flow measurement system.</li> <li>• Clean &amp; calibrate onsite transmittance monitor.</li> </ul>  |
| Physical and Mechanical Components | <ul style="list-style-type: none"> <li>• Validate proper manual and auto operation of all control gates. Adjust set points, torque settings and lubricate penstocks as necessary.</li> <li>• Validate weir elevation in conjunction with level controls.</li> <li>• Identify excessive gate and/or weir leakage if indicated by level control issues (if possible).</li> <li>• Check baffle plate for buildup. Recommend cleaning process as needed.</li> </ul>  |
| Water Quality                      | <ul style="list-style-type: none"> <li>• Check fouling of quartz sleeves. Provide instruction and recommendations on cleaning if necessary.</li> <li>• Remove excessive debris (algae, trash, etc.) from module and cable assemblies</li> <li>• Identify recommendations for excessive channel fouling, debris buildup and other possible sources of sampling contamination.</li> <li>• Compare effluent transmittance against system design requirements. Identify possible sources of discrepancies.</li> </ul>  |
| Operational                        | <ul style="list-style-type: none"> <li>• Provide informal operation, maintenance, and/or safety training as requested.</li> <li>• Identify maintenance and/or operation concerns and associated improvement recommendations</li> <li>• Identify spares utilized and recommendations for replacement or adjustments to existing levels.</li> <li>• Identify approximate future timeline for consumables (lamps, ballasts, sleeves, wiper rings, etc.) replacement.</li> <li>• Identify operational enhancements (power settings, timer adjustments, etc.).</li> <li>• Review Xylem 24/7 contact information.</li> </ul> |



## Maintenance Contracts

### Preventative Maintenance Package

All preventative maintenance contract agreements will begin on the commencement signature date and will expire on the term of 12 months. Contracts are invoiced 100% at the time of contract and in advance of service. Pricing for preventative maintenance services is as follows:

|   |                    |
|---|--------------------|
| Each visit will be Four (4) full day(s) on site. Two (2) visits per contract period. Parts ordered during the term of this agreement, will be given a 12% discount from our list price. |                    |
|   | <b>\$18,048.00</b> |

With the purchase of a TotalCare Preventative Maintenance contract, the customer can choose to add additional days to their onsite visits. Additional days can be added to any level service at a rate of **\$1,710.00** for each day added.

*\*The number of days presented under the contract description, represent the amount of time required to complete the specific scope of work as originally presented. If during the term of the contract, the customer asks for work in addition to the outlined scope of work, additional compensated days must be added to the contract prior to the work being performed to cover the additional tasks requested. If during the term of the contract, new tasks are requested in lieu of items contained in the original contract scope of work supplied, additional days may be required as indicated above. Additionally, the customer acknowledges that Xylem is only responsible for the new work that they are requested to perform and the remaining contract scope not excluded by the customer. There will be no warranties, actual, or implied where no work was performed.*



## Spare Parts - Recommended spare parts

| Description | Part No. | Price |
|-------------|----------|-------|
| AS REQUIRED |          |       |
|             |          |       |
|             |          |       |





**Training (Optional)**

**UV Training with Troubleshooting Package**

Xylem can offer comprehensive and tailored UV training packages, which are designed to keep site operators fully trained on UV methodology, operation and troubleshooting. This course will consist of one (1) full day of onsite training by one of our senior technicians.

|  |
|--|
| <b>UV Instructional Training Package</b>                           |
| One (1) day on site. Training will be performed by Sr. Technician. |
| <b>\$1,710.00*</b>   |

\*Price based when scheduled as an additional service during maintenance visit

**SELECT OPTION BY CHECKING BOX:**

- PMA PACKAGE \$18,048.00
- PMA PACKAGE WITH 1 DAY TRAINING \$19,758.00

For questions regarding this preventative maintenance proposal, please contact one of the following:

Rick Nash

Aftermarket Territory Manager - Treatment

Phone: (980) 259-4461

Email: richard.nash@xylem.com

THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**Terms & Conditions:** This quotation is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and are incorporated herein by reference and made a part of the agreement between the parties

This Agreement has been executed in two (2) counterparts, of which the parties have received one (1) each.

AGREED TO:

SUPPLIER BY Xylem Water Solutions, USA, Inc.  
NAME Richard Nash  
TITLE Aftermarket Territory Manager - Treatment  
DATE March 5, 2021

PURCHASER BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

**SCHEDULE A**

**SCHEDULE B**

**PROPOSAL**  
**\*\*\* (BID RESPONSE FORM) \*\*\***

Xylem Water Solutions agrees to furnish UV Disinfection System Maintenance  
(firm name)

to Saratoga County, as called for in specification 21-UVDM-1.

ANNUAL MAINTENANCE FEE.....\$ 18,048.00  
COST PER ADDITIONAL DAY.....\$ 1,710.00

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE MARCH 8, 2021 SIGNATURE Tom Izell  
NAME & TITLE TOM IZELL - AFTERMARKET SALES LEAD  
COMPANY XYLEM WATER SOLUTIONS  
ADDRESS 4000 PARKWAY PLAZA BLVD  
CHARLOTTE, NC 28217  
TELEPHONE 704-409-9752  
FAX \_\_\_\_\_  
E-MAIL TOM.IZELL@XYLEM.COM



**CONTRACTOR REFERENCE SHEET**

All bidders must complete this form providing three (3) references of past performance. References should involve projects and or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 36 months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of this bid and/or contract.

BIDDER'S NAME: Xylem Water Solutions USA, Inc  
REFERENCE NAME: ALBANY COUNTY WWTP  
ADDRESS: 1239 CHURCH STREET  
ALBANY, NY 12202  
TELEPHONE: 518-447-1611  
CONTACT PERSON: VINCE CORDI

\*\*\*\*\*

REFERENCE NAME: CITY OF SYRACUSE  
ADDRESS: 233 EAST WASHINGTON ST  
SYRACUSE, NY 13219  
TELEPHONE: 315-559-2769  
CONTACT PERSON: PHIL JOHNSTON, PE

\*\*\*\*\*

REFERENCE NAME: CITY OF ST. JOSEPH  
ADDRESS: 3500 STATE ROUTE 759 HWY  
ST JOSEPH, MO 64504  
TELEPHONE: 816-271-4710  
CONTACT PERSON: KEITH CAMPBELL



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Mike Hartnett, County Attorney  
Pam Wright, Clerk of the Board

**CC:** Jason Kemper, Planning Director  
Therese Connolly, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, Confidential Secretary/County Attorney's Office

**FROM:** Dan Rourke, Sewer District

**DATE:** 4/8/21

**RE:** Asset Management Program Development and Software License

**COMMITTEE:** Sewer Commission

1. Is a Resolution Required:  **YES** or  **NO**  
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed:  
(If yes, budget lines and impact must be provided)  
NO

3. Are there Amendments to the Compensation Schedule:  
(If yes, provide details)  
NO

4. Specific details on what the resolution will authorize:

This Resolution will authorize the Chairmen of the board to execute contracts with Barton and Louguidice and Advanced Enterprise Systems Corporation dba Utility Cloud for the development, implementation and software licensing for an asset management program for SCSD. The B&L agreement is for \$62,934. The Advanced Enterprise System license fee is \$40,000 annually for three years. Total cost for the project year one is \$102,934. The software program will assist in both the collection system and WWTP and is anticipated to be a requirement in future NYSDEC State Pollution Discharge Elimination System (SPDES) permits.

5. Does this item require hiring a Vendors/Contractors:

- a. Were bids/proposals solicited: Yes
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: TBD
- d. Termination of contract date: TBD
- e. Contract renewal and term: N/A
- f. Contact information: Tim Taber Vice President (315)-701-7336 (B&L) Dan Calano Advanced Enterprise Systems Corp (617-620-0747)
- g. Is the vendor/contractor an LLS, PLLC or partnership:
- h. State of vendor/contractor organization: New York (B&L) AESC (NH)
- i. Is this a renewal agreement:  YES or  NO
- j. Vendor/Contractor comment/remarks:



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution:  
(If yes, attach the last approved resolution)
  - a. What were the terms of the prior resolution NO
  - b. Are the terms changing:
  - c. What is the reason for the change in terms:
  
7. Is a new position being created:
  - a. Effective date NO
  - b. Salary and grade
  
8. Is a new employee being hired:
  - a. Effective date of employment NO
  - b. Salary and grade
  - c. Appointed position:
  - d. Term:
  
9. Is a grant being accepted:
  - a. Source of grant funding: NO
  - b. Amount of grant:
  - c. Purpose grant will be used for:
  - d. Equipment and/or services being purchased with the grant:
  - e. Time period grant covers:
  
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

This software will be key to future SCSD success due to the sewer district continuously growing, the need to ensure proper preventative maintenance of an expanding WWTP to support Global Foundries and it will provide the ability to assist in capital project planning by measuring asset life remaining, previous failures, etc. Project Scope from the proposal is attached. Two agreements are needed, one for the implementation done by B&L and one for the software licensing. I Eileen Bennett in IT and she is in favor of moving forward with this software purchase. It is entirely cloud based so our server security should not be a worry. Eventually we will need to buy data enabled tablets for our road crews to update our assets and receive/update work orders in real time.

We received 10 proposals for this work. 4 staff including myself scored the proposals for value, implementation and licensing cost, feasibility and fit with SCSD's requirements.



|  |   |
|--|---|
| <b>I. Project Initiation</b>   | <b>II. Discovery</b>  |
| <p><b>Kickoff Meeting</b></p> <p>The project will start with a meeting of all critical project members, in person, from B&amp;L and Saratoga County. The meeting will include introductions, a project overview, scope review, schedule review, and timeline of next steps. Saratoga County's Goals and critical success factors will be discussed and documented.</p>   | <p><b>Data Source Review</b></p> <p>Data sources to be imported, migrated, or integrated into Utility Cloud will be documented and reviewed to identify necessary clean-up, consolidation, and configurations to Utility Cloud to support the data. Initial integration points will be reviewed and initial concepts of cut-over from currently unitized systems will be documented</p>   |
| <b>Project Plan</b>  | <b>Initial Data Mapping</b>   |
| <p>Project initiation begins after the Notice to Proceed. The Project Initiation Phase is the first phase of the Project Management Life Cycle, as it involves starting up a new project. B&amp;L will start this project by defining its objectives, scope, purpose, and deliverables to be produced. B&amp;L will generate the Master Schedule of Work and a project management plan that provides a formal, approved document used to guide both project execution and project control.</p>   | <p>B&amp;L will support Saratoga County's collection of data and ensure it is properly configured to be loaded into Utility Cloud. Saratoga County will collect all data from existing systems. B&amp;L will verify the data collection is complete and work with Saratoga County to address any gaps. B&amp;L will load data into Utility Cloud using the Integration Framework. Utility Cloud validates the data as records are created in the system.</p>  |
| <b>Product Orientation</b>   |   |
| <p>B&amp;L's will conduct a project orientation session, where all of the elements of the Utility Cloud software are presented to key Saratoga County key users. The goal of the orientation session is to start the discussion of identifying the business processes for using the software by Saratoga County.</p>   |   |
| <b>III. Design</b>   | <b>IV. Build</b>  |
| <b>Design Workshops</b>  | <b>Utility Cloud Configuration</b>  |
| <p>Saratoga County key users will meet with B&amp;L team members to have a more detailed review Utility Cloud applications and functionality. System requirements details, data, interfaces, and reports will be collected and documented. The detailed workshops support the System Design Documentation. B&amp;L will lead a thorough planning process to define how Utility Cloud will be utilized by Saratoga County, defining necessary software configurations, and business processes for using the system. The principal output of this planning task will be a Software Configuration Document that will serve as the blueprint for software configuration.</p> | <p>All requirements will be configured in the Utility Cloud environment. Software configurations may include:</p> <ul style="list-style-type: none"> <li>- Initial setup of business lines, accounts, and asset classes.</li> <li>- Configure GIS integration</li> <li>- Creation of workflows</li> <li>- Creating scheduled work</li> <li>- Develop a dashboards for user type / role.</li> <li>- Develop application security for each user group.</li> <li>- Enter basic value lists, dropdowns, pick lists, and data structures discussed in the planning workshops. The system will be ready for Saratoga County staff to add to value lists as they perform data entry.</li> <li>- Develop basic filters or queries for end-user or report use.</li> <li>- Define and establish procedures for migrating configurations between development and production environments.</li> </ul> |



|   |   |
|---|---|
| <p><b>SOP and Business Case Development</b></p>   | <p><b>Design Document</b></p>   |
| <p>Standard operating procedures and business cases for use of Utility Cloud will be documented. The procedures and cases will be used to identify all configurations necessary to out of box software, identify the roles at Saratoga County that will use the software systems, and identify users and training needs. Analysis of Saratoga County's existing workflows will offer valuable insight into opportunities to utilize the CMMS to achieve new efficiencies and improvements. This workflow analysis will be accomplished through this series of workshops designed to identify opportunities to utilize Utility Cloud and to implement best asset management practices.</p> | <p>B&amp;L will utilize our Utility Cloud template to document all designs and changes made to the Utility Cloud system.</p>  |
| <p><b>Data Cleaning and Consolidation</b></p>   | <p><b>Reports and KPIs</b></p>  |
| <p>B&amp;L will work with Saratoga County to clean existing datasets, consolidate data, and prepare supporting data. Where Saratoga County does not have existing supporting data (MP2) B&amp;L will present options from previous projects with wastewater utilities.</p>  | <p>B&amp;L will develop up to 10 custom reports for Utility Cloud data. Training will be provided to Saratoga users on how they can create their own reports in the future.</p>   |
| <p><b>Role Development, Security Design, and License Review</b></p>   | <p><b>Security</b></p>  |
| <p>During the business process review and SOP development, B&amp;L will document each of the roles at Saratoga County that will utilize Utility Cloud. Roles will define system security, software license needs, reporting requirements, dashboards, and business processes.</p>   | <p>B&amp;L will build the security groups and apply them to the identified Utility Cloud users. Security settings will comply with Utility Cloud licensing. A report security matrix will document the high level security access that each group has to all of the Utility Cloud applications (Read, Save, Insert, and Delete). Saved queries and dashboards with appropriate result sets, KPI's, shortcut to applications, and reports will be created for each security group.</p> |
|   | <p><b>Workflow Development</b></p>  |
|   | <p>If necessary, B&amp;L will develop Utility Cloud workflows to support some of the more complex business processes identified in the design phase of the project.</p>   |



|  |  |
|--|--|
| <b>V. Data Engineering</b>   | <b>VI. Testing</b>   |
| <b>Legacy Data Migration</b>   | <b>User Acceptance Testing</b>   |
| B&L will utilize tools and the Utility Cloud Integration Framework to import legacy data (MP2) to Utility Cloud. Static data that does not change often will be loaded in the development environment, and after testing will be   | B&L will host a user acceptance testing session where selected users from each role will follow the standard operating procedures and use cases documented confirm the function of Utility Cloud.  |
| <b>Data Testing</b>  |  |
| Data loaded in the development environment will be tested prior to loading to the production environment.  |  |
| <b>VII. Training</b>   | <b>VIII. Startup</b>   |
| <b>End User Training</b>   | <b>Cutover Data Migration</b>  |
| B&L will create training plans and materials. B&L will train the Saratoga County team in person.<br>This training will teach users to use the system in accordance with the standard operating procedures. The training sessions will focus on activities performed in Utility Cloud for each of the identified user roles. Class size will be limited to ensure users get hands-on experience with the system through exercises, and if necessary multiple classes for the same user role will be | As part of the cutover plan, the final data migration of dynamic data will happen according the cutover schedule, and the system have final testing to support the go-live.  |
|  | <b>Go Live</b>   |
|  | B&L will provide multiple staff on-site for the first day of go-live to support any users and rapidly troubleshoot any issues with the system.   |
| <b>System Administrator Training</b>   | <b>Support</b>   |
| System administrator training will be provided to the selected Saratoga County Utility Cloud System Administrators. The training will focus on the security and system configuration applications and how to troubleshoot common issues with Utility Cloud. Training will also cover the process to submit a support ticket to Utility Cloud.  | B&L will monitor Utility Cloud following go-live to ensure it operates for all users. B&L will provide on-site, remote desktop (through our web-based online collaboration tool, Zoom), and telephone support for the Utility Cloud system. Support functions may include:<br><ul style="list-style-type: none"> <li>- Performing additional training</li> <li>- Troubleshooting</li> <li>- Walking users through processes</li> <li>- Assisting system administrators with supporting users</li> <li>- Updating documentation</li> <li>- Modifying or creating new reports</li> <li>- Reviewing business processes</li> <li>- Scoping out additional interfaces desired by Saratoga County</li> </ul> |
| <b>Report Developer Training</b>   | <b>Post Implementation Review</b>  |
| B&L will train select Saratoga County staff on using the report development tools to modify out of box reports, or create new custom reports. It is B&L's goal that this training will be provided as part of the development of the 10  | A couple of weeks after go-live, B&L will conduct a meeting to review the project critical success factors and Saratoga County's goals and make sure the project is on track to meet all desired targets.  |



**Describe your business's typical approaches to integration with other software solutions, including examples of integrations with software related to financial management, data collection, and emergency management.**

B&L has created numerous integrations between CMMS and other software systems. Our approach to integration development is intended to reduce project risk by involving Saratoga County early in the development process. This approach allows our staff to receive rapid feedback from client stakeholders, which enables our developers to understand requirements but also embrace changes that inevitably occur in a development or integration project. By embracing simplicity (not overbuilding) in design while still maintaining a focus on specific outcomes, we are able to steadily build upon previous work and allow our clients to see demonstrable progress earlier than they would have using a traditional development approach. Our standard approach to integration development is outlined below.

#### **Design Workshops -**

Prior to development of the integrations, a planning workshop will be held to clearly identify goals, interface points, workflow processes, initial data requirements, constraints, and detailed functional requirements of the interface. The workshop will address the following information:

- Business process workflow(s) in support of the To-Be integrated solution
- Interface functional requirements including:
  - Touch points
  - Frequency of data transfer
  - Specific information transferred
  - General method of transfer (flat files, web services, etc.)
  - Data standards
  - Access and security
  - Error checking and handling

#### **Integration Specification Document Development**

Follow-up discussions will be held with key personnel, as needed, to clarify business requirements. Proposed workflows for business processes will be developed in MS Visio. The findings of this workshop will be documented in an initial Interface Specification Document (ISD) for review and approval by Saratoga County. The Interface Specification Document to include:

- Interface Functional Description
- System Architecture Diagram
- Field data mapping table showing field names from Maximo data tables mapped to external systems tables and fields
- Workflow diagram(s) and business cases



- Integration Development B&L will utilize Utility Cloud API elements to build the interface, making any configurations necessary to support the data mapping and data types. The preferred method of interfaces will be REST APIs. All integrations will be developed and tested in the development environment prior to migrating the components and configurations to the production environment. All of the Utility Cloud components and configurations necessary to support, manage, monitor, and troubleshoot each integration will be documented on the Integration Specification Document.
- Deployment to Test/Dev and Testing - B&L will deploy the integration to the Development Environment. Each business case identified will be tested to confirm the data is transferred on the designed schedule and the data is mapped to the fields correctly. B&L will facilitate user acceptance testing of the interfaces with Saratoga County's key users.
- Deployment to Production and Training - Upon successful completion of testing each interface touch point, B&L will migrate the configurations and components to the production environment. Integration points may also be used for initial data population of the Utility Cloud production system.
- Go Live Support - B&L will train Saratoga County administrators on the deployed solution and how to monitor and troubleshoot the system. B&L will also provide technical support for the interfaces.
- Error Management - B&L will enable and configure integration error management. When an inbound or outbound transaction results in an error in a queue, an email notification is sent to the system administrator only if no other unresolved errors are waiting in the same queue. If multiple errors exist in the queue, the system administrator must resolve all of them before notification of new errors is sent.

Utility Cloud employs the latest technology related to integrations with other business systems as well as with sensors and machines. We have well-established integrations complete with various SCADA, PLC, and machine OEMs as well with ESRI GIS, and several billing and CIS platforms. However, for new integrations we offer the latest authentication and API technology. Utility Cloud is built upon a robust suite of well documented RESTful APIs that can be called upon by your other systems to trigger work, relay status, update asset information, or execute any function in Utility Cloud. Our team of software engineering professionals can integrate Utility Cloud with your other systems and there is no task we cannot handle given the use case and cooperation from the integrated vendor(s).

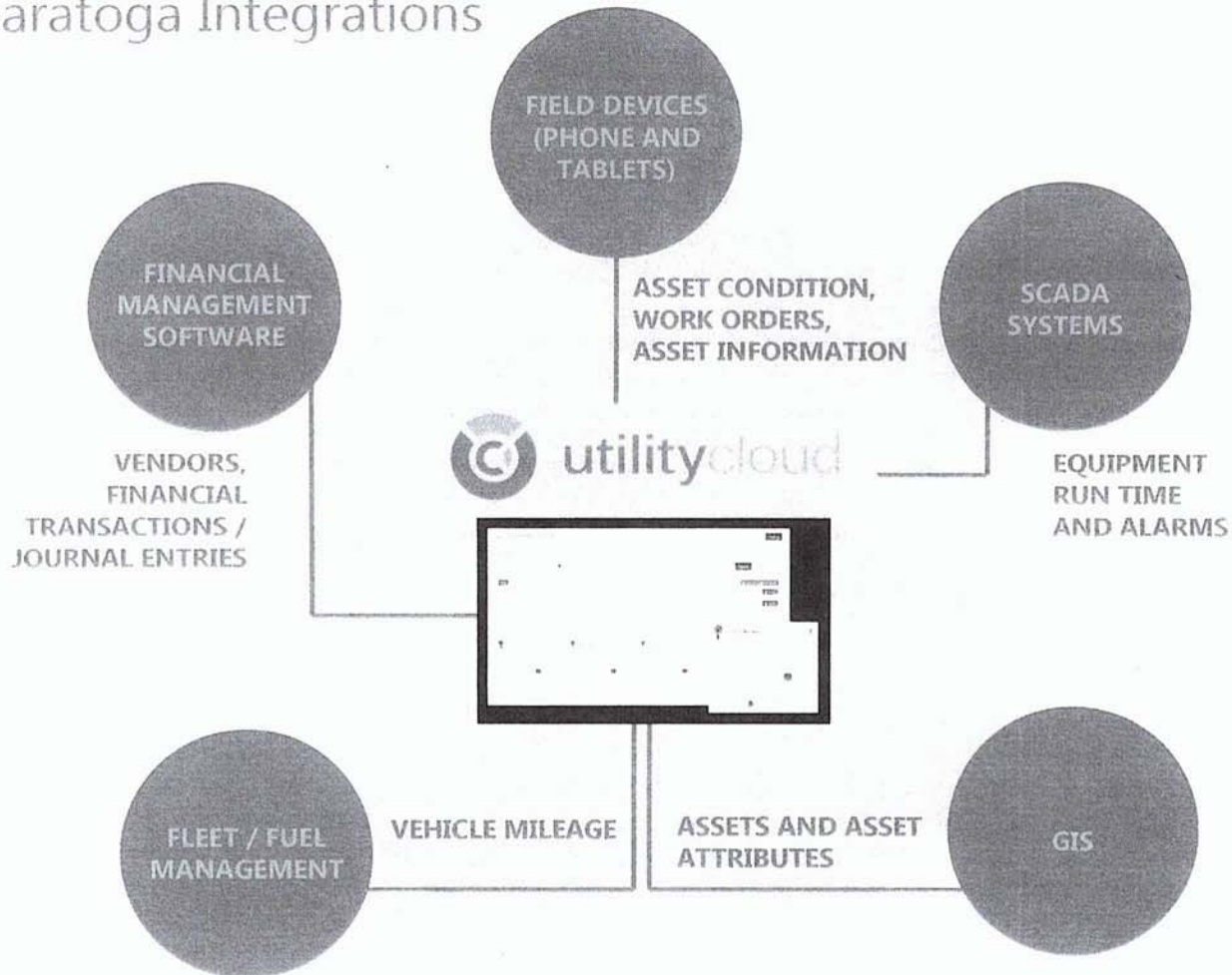
Some examples include:

- Integration with SCADA to trigger work order based on meter data, runtimes, or other triggers and when combined with sample, round, or operational data (like wasted water) to generate annual statical reports or monthly operational reports.
- Integration with GIS to allow one way or bidirectional updates to asset data.
- Integration with billing/financial systems to allow customer service to issue work orders like meter exchanges, turn on/off, final readings, order taste complaints, among others. These same integrations can be used to create charges on the customer's billing account for billable work like cross connection inspections, FOG, and industrial pretreatment programs. Finally, if the Billing/CIS is capable, this is also a great candidate for customer communications in the event of a main break, street sweeping, or flushing communications from the field. And finally, non-revenue water. Given an integration with SCADA and operational round data, we can combine this with metered water data to reconcile and discover areas of the city where water loss may be happening.
- Integration with 311 and Dig Safe is also useful to funnel work requests to the appropriate maintenance departments automatically



*"Describe the types of support and maintenance arrangements your business offers and provide examples of customers that have taken advantage of each."*

## Possible Saratoga Integrations



### Support Models

Utility Cloud offers free unlimited power user support via phone, zoom during regular business hours and email and our online ticketing system 24/7. Also, because we are 100% cloud based, you receive the benefits of continuous updates (as often as weekly) as they become available for free and without impact to your operations. Finally, we keep you informed by sharing release notes with you for every release as well as seek your feedback on our future roadmap of enhancements via our user groups and webinars.



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Mike Hartnett, County Attorney  
Pam Wright, Clerk of the Board

**CC:** Jason Kemper, Planning Director  
Therese Connolly, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Clare Giammusso, Confidential Secretary/County Attorney's Office

**FROM:** Dan Rourke, Sewer District

**DATE:** 4/8/21

**RE:** Easement Over County Lands for Sewer Lateral

**COMMITTEE:** Sewer Commission

1. Is a Resolution Required:  **YES** or  **NO**  
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed:  
(If yes, budget lines and impact must be provided)  
NO

3. Are there Amendments to the Compensation Schedule:  
(If yes, provide details)  
NO

4. Specific details on what the resolution will authorize:

This Resolution will authorize the Chairmen of the board to execute an easement agreement with Anthony DiSiena and Lindsey Donini who reside at 68 English Road in the Town of Clifton Park to allow a sewer lateral to be installed on county lands. The lateral will be installed under the Zim Smith Trail and connect to an existing interceptor sewer manhole.

5. Does this item require hiring a Vendors/Contractors:

- Were bids/proposals solicited: NO
- Is the vendor/contractor a sole source: No
- Commencement date of contract term:
- Termination of contract date:
- Contract renewal and term: N/A
- Contact information:
- Is the vendor/contractor an LLS, PLLC or partnership:
- State of vendor/contractor organization:
- Is this a renewal agreement:  YES or  NO
- Vendor/Contractor comment/remarks:



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution:  
(If yes, attach the last approved resolution)
  - a. What were the terms of the prior resolution NO
  - b. Are the terms changing:
  - c. What is the reason for the change in terms:
  
7. Is a new position being created:
  - a. Effective date NO
  - b. Salary and grade
  
8. Is a new employee being hired:
  - a. Effective date of employment NO
  - b. Salary and grade
  - c. Appointed position:
  - d. Term:
  
9. Is a grant being accepted:
  - a. Source of grant funding: NO
  - b. Amount of grant:
  - c. Purpose grant will be used for:
  - d. Equipment and/or services being purchased with the grant:
  - e. Time period grant covers:
  
10. Remarks/Reasoning (Supporting documentation must be attached to this form):

The County Attorney's office is aware of this matter and has been working with the homeowners regarding the easement. The sewer line must traverse another property as well, and that easement has been to agreed to in principal by the homeowner at 69 English Road. The Contract will be responsible for all trail restoration and SCSD will work with the planning department to ensure a proper restoration is done. A Google earth image of the address and the interceptor line they will be connecting to is attached.



69/68 English Road

Legend  
📍 69 English Rd

69 English Rd

Google Earth

©2021 Google



100 ft





## OFFICE OF THE COMMISSIONER

New York State Department of Environmental Conservation

625 Broadway, 14th Floor, Albany, New York 12233-1010

P: (518) 402-8545 | F: (518) 402-8541

www.dec.ny.gov

APR - 9 2021

Dear County Leaders

Thank you for your ongoing partnership with the New York State Department of Environmental Conservation (DEC) as we work to protect and steward our natural resources. I write to you today with exciting news on a new deer hunting opportunity that was included in the 2021-2022 New York State Budget that will provide new economic opportunities to your local hunting economies.

In upstate counties that choose to participate, youth hunters aged 12-13 will now be allowed to hunt deer with a firearm or crossbow under the supervision of an experienced adult hunter. Currently, young hunters that are 12 or 13 years old can already hunt big game using archery equipment and can hunt small game with a firearm. However, until now, New York had been the only state to not allow these young hunters to hunt big game with a firearm.

Deer hunting is a valued tradition for many upstate families, providing quality food to New Yorkers and reducing the negative impacts of overabundant deer populations on agriculture, forests, and communities. Expanding youth hunting opportunities to assist with deer management and cultivating a new generation of hunters is a top priority for DEC, and we look forward to working with you to realize and capitalize on this new opportunity included in the State Budget.

The program as enacted by the legislature is treated as a pilot for upstate counties through 2023. Specifically, the new law (Environmental Conservation Law Section 11-0935):

- allows 12-13 year old licensed hunters to hunt deer with a rifle, shotgun, or muzzleloading firearm in areas where and during the hunting seasons in which such firearms may be used;
- allows 12-13 year old licensed hunters to hunt deer with a crossbow during the times when other hunters may use crossbows;
- maintains existing youth hunting safety requirements, including:
  - supervision by an experienced and licensed adult hunter who maintains physical control over the youth hunter at all times,
  - requires the youth hunter and adult mentor wear fluorescent orange or pink clothing, and
  - requires both the youth hunter and adult mentor to remain at ground level while hunting deer with a crossbow, rifle, shotgun, or muzzleloader.

**Most importantly, the legislation requires each county to "opt-in".** Counties comprising New York City, Westchester, Nassau, and Suffolk are specifically excluded from participation by the legislature.

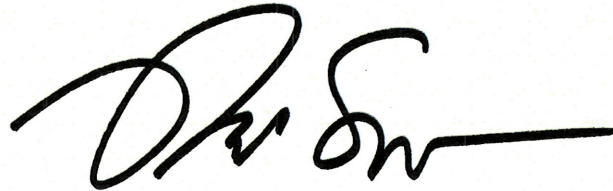


In accordance with the requirements of the new law (legislation enclosed), DEC encourages your county to consider passage of a local law opting into the new hunting pilot for 12-13 year-old hunters. If such local legislation is in place and DEC is notified by June 1, we will be able to publish it in our annual hunting and trapping regulations guide. However, as long as your county adopts a local law to opt-in to the program and informs DEC by September 1, we will provide this information for hunters on DEC's website leading into the 2021 big game seasons.

I hope that your county will strongly consider "opting-in" to this exciting new opportunity to support our young hunters. To notify DEC of your local law opting into this program, or if you have any further questions or need any assistance regarding this new pilot, please contact our Division of Fish and Wildlife at [wildlife@dec.ny.gov](mailto:wildlife@dec.ny.gov) and 518-402-8883.

Thank you again for consideration of opting into this new program and I look forward to continuing our strong work together into the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Basil Seggos', with a long horizontal line extending to the right.

Basil Seggos  
Commissioner



**STATE OF NEW YORK CONSERVATION FUND ADVISORY BOARD**

**625 Broadway, Albany, NY 12233-4800**

**<http://www.dec.ny.gov/outdoor/566.html>**

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**January 27<sup>th</sup> , 2021 Joint Legislative Public Hearing on 2021-2022 Executive Budget  
“Environmental Conservation”**

**Testimony Given by Jason Kemper, Chairman, NYS Conservation Fund Advisory Board**

Good morning. On behalf of the Conservation Fund Advisory Board and the sporting community in NYS, thank you for allowing me to testify in relation to the 2021-2022 State Budget. The Conservation Fund Advisory Board (CFAB), as spelled out in the State Finance Law (Section 83 Conservation Fund) and ECL (Section 11-0327) is charged with ensuring that the money in the Conservation Fund is spent specifically for the care, management, protection, and enlargement of the fish and game resources of the State and the promotion of public fishing, hunting, and trapping. The main source of revenue for the Conservation Fund is the sale of hunting, fishing, and trapping licenses.

The sale of these licenses in New York generates approximately \$46 million dollars per year and leverages another \$25 million in federal aid. The Conservation Fund directly funds 240 individuals in the NYSDEC and another 65 positions in the Department are funded from the federal aid associated with sporting license sales.

According to a 2011 study performed by the United States Fish Wildlife Service, the New York sporting community spends approximately \$4.95 billion per year pursuing their activities. This ranked #2 in the nation. Those sporting activities supported approximately 56,000 jobs in New York State (#5 in the nation) and generated over \$623 million in state and local taxes.

Through the American System of Conservation Funding, sportsmen and women contribute immensely to conservation efforts. This “user pays, public benefit”- model essentially provides a vast majority of the funding for state fish and wildlife agencies. This system allows for the proper management and conservation of the state’s resources while providing benefits for the public at large, not just the sporting community.

I think we can all agree that 2020 was certainly an unprecedented year and there was, therefore, a significant boom in all forms of outdoor recreation. This boost was also evident in the sporting community. All categories of license sales showed increases during the 2020 calendar year. However, more importantly is the dramatic increase in requests for Hunter Education Courses, because these courses are mandatory for all individuals prior to their first purchase of a hunting license.

In 2020, there were 69,264 individuals who completed the hunter education certificate program. And additionally, 50,736 individuals have signed up for the course and are in the process of completing the requirements. To put this into perspective prior to 2020, approximately 25,000 individuals completed the hunter education program on a yearly basis. This is an astonishing 176 % increase in individuals completing the course in 2020. A large percentage of those completing the 2020 program include youth between 11-13 years of age, as well as a large percentage of female participation. In addition, there is increased participation from urban and suburban areas.



## **Universal Hunting Age of 12**

The need to keep the Conservation Fund solvent and also to recruit younger people into the sporting community is crucial. Currently, 12 and 13 -year olds with adult supervision can only pursue small game in New York State, while 14 and 15- year olds are allowed to pursue big game under adult supervision. CFAB strongly supports the Executive Budget proposal of instituting a minimum Universal Hunting Age of 12 which will allow 12 and 13 - year olds under adult supervision to pursue big game. As previously stated, 12 and 13- year olds can already pursue small game, but the new provision will simply allow them to legally pursue big game in New York State.

At this time the average age of a sporting license buyer in New York is over 50 years of age. The Executive Budget proposal to allow the same hunting rules for all hunters aged 12 through 15 years with adult supervision would recruit a younger group of sporting license buyers. Every other state in the nation allows a person 12 years of age, or younger, this full range of hunting opportunities. Because of this, New York loses out on the economic benefits from this activity as older hunters looking to take their young people on a hunting vacation are unable to consider New York if their child's age is younger than 14. In addition, surrounding states are getting the local tourism revenue and license sales revenue associated with New York's youth and family leaving the state to pursue big game opportunities where they are legally allowed to do so. Attached to this testimony is a chart prepared by the New York Sportsman's Advisory Council illustrating the big game age restrictions by state.

The universal hunting age of 12 was supported in the 2012-2016 NYS Deer Management Plan and is a recommendation in the Draft 2021-2025 NYS Deer Management Plan that was released in December and is currently in the public review phase.

Hunting provides quality time for parents to bond with their children and other family members in an outdoor setting. These are excellent opportunities to introduce youth to nature, conservation, and responsible wildlife management. Hunting, especially at an early age, imprints in youth the mindset that game management and environmental stewardship go hand and hand. Statistics have proven that youth hunters, under the supervision of an adult, are the safest hunters afield. Starting youth at a young age with a mentor results in an increased long-term retention rate and has proven to make them safer and more responsible hunters when they are old enough to hunt on their own.

CFAB believes that the future of hunting in New York State, as well as the conservation and sustainability of our natural resources, is directly tied to the recruitment and retention of our youth. Allowing 12 year olds the legal opportunity to partake in all New York hunting opportunities will have a positive impact on hunter safety, family recreation, local and statewide economies, and the Conservation Fund.

## **Full Inclusion of Crossbow**

CFAB supports the Executive Budget Proposal for full inclusion of crossbow use during all big game seasons. Currently, crossbow use is limited to a portion of the regular and bowhunting big game seasons in New York State.

Limited crossbow use was implemented as part of the 2014-15 State Budget. The current law requires that individuals possess a muzzleloader privilege in order to use the crossbow during allowable seasons. The Executive Budget proposal seeks to classify the crossbow as archery equipment and require a license holder to purchase a bowhunter privilege in order to utilize a crossbow.

Each year since the crossbow use was legalized there has been a steady increase in the number of deer harvested using the crossbows. The continued expansion of crossbow use is an important deer management tool, especially in urban settings. In addition, the full inclusion of crossbows will increase license sales as well as provide additional opportunities to all ability levels of sportsmen and sportswomen.

The use of crossbows for all hunting seasons is supported in the 2012-2016 NYS Deer Management Plan and is a recommendation in the Draft 2021-2025 NYS Deer Management Plan that was released in December and is currently in the public review phase.

In addition, as is the case with youth hunting opportunities, many neighboring states have provide crossbow opportunities that are more inclusive than New York State.

Aside from the items explained in detail above the Conservation Fund Advisory Board fully supports the additional items outlined in the Executive Budget Proposal. This support includes increased investment opportunities for the Lifetime License Trust Account, improving the provisions for youth utilizing treestands with an adult, and the proposed investments in infrastructure being proposed in the New York Works Program.

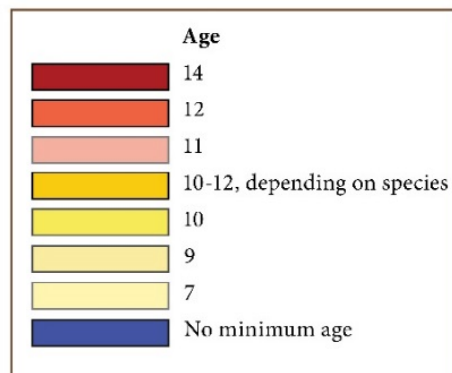
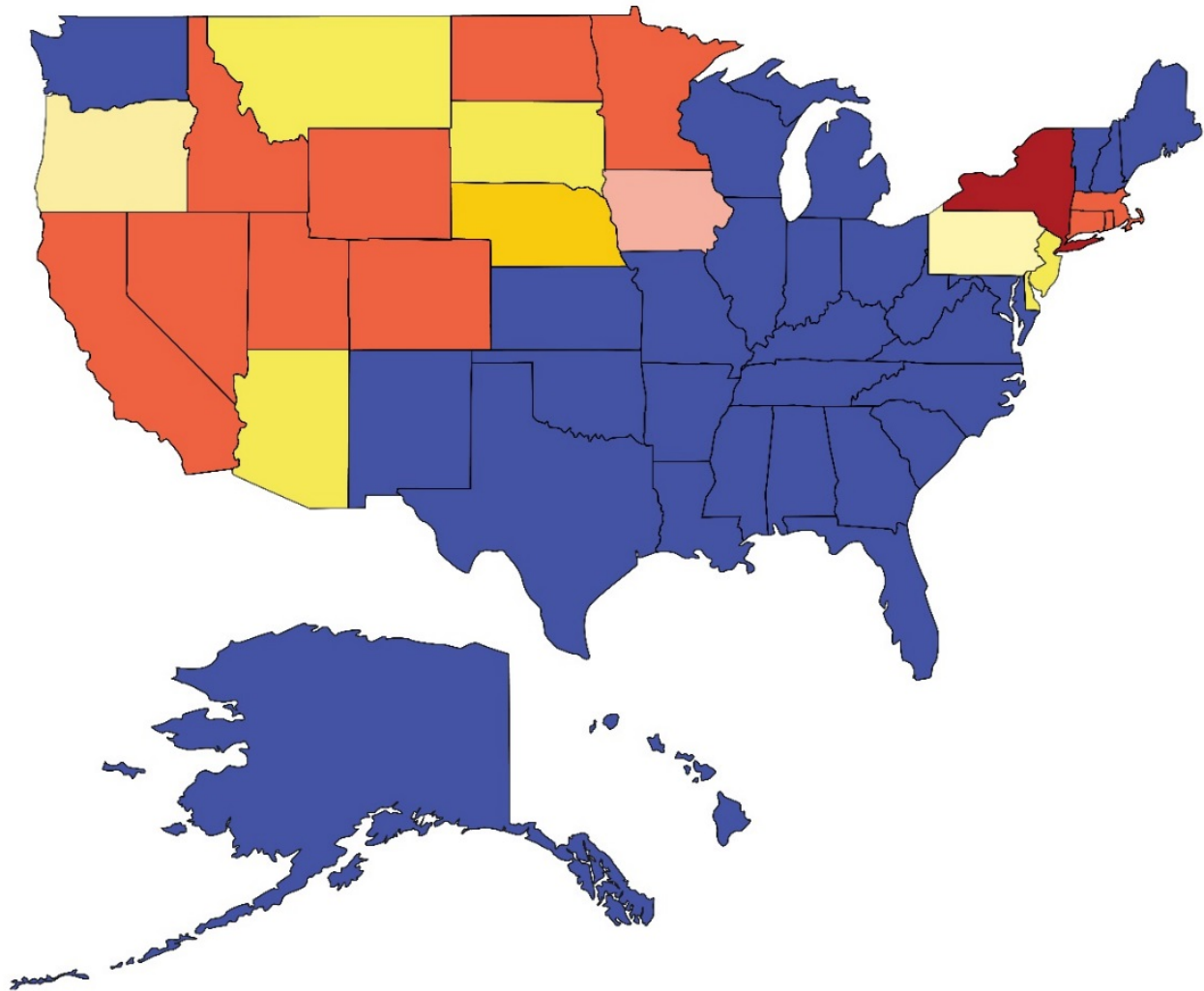
In conclusion, I would like to state the Executive Budget proposal to increase opportunities for 12 and 13-year old youth and increasing the opportunities for the sporting community will have an immediate positive impact on the Conservation Fund. However, these proposals go further than that. The sale of hunting, fishing and trapping licenses fund a significant amount of staff and management for all species of plants and animals. In essence, the sporting community pays for management of species that they will never pursue. Furthermore, the more solvent the Conservation Fund is the less dependent this species management is on the NYS General Fund. As we approach unprecedented financial uncertainty ahead, this is more important than ever.

Thank you for your time, I look forward to working with legislature on items relating to the sporting community.

## Minimum Hunting Ages for Big and Small Game Hunting with a Firearm, by State

| State           | Minimum Age, Big Game, Rifle | Minimum Age, Small Game, Rifle |
|-----------------|------------------------------|--------------------------------|
| <b>New York</b> | <b>14</b>                    | <b>12</b>                      |
| Connecticut     | 12                           | 12                             |
| Rhode Island    | 12                           | 12                             |
| Massachusetts   | 12                           | 12                             |
| Idaho           | 12                           | 10                             |
| California      | 12                           | No Minimum Age                 |
| Colorado        | 12                           | No Minimum Age                 |
| Minnesota       | 12                           | No Minimum Age                 |
| Nevada          | 12                           | No Minimum Age                 |
| North Dakota    | 12                           | No Minimum Age                 |
| Utah            | 12                           | No Minimum Age                 |
| Wyoming         | 12                           | No Minimum Age                 |
| Iowa            | 11                           | 11                             |
| Nebraska        | 10-12, depending on species  | No Minimum Age                 |
| Delaware        | 10                           | 10                             |
| Montana         | 10                           | 10                             |
| New Jersey      | 10                           | 10                             |
| South Dakota    | 10                           | 10                             |
| Arizona         | 10                           | No Minimum Age                 |
| Oregon          | 9                            | No Minimum Age                 |
| Pennsylvania    | 7                            | 7                              |
| Alabama         | No Minimum Age               | No Minimum Age                 |
| Alaska          | No Minimum Age               | No Minimum Age                 |
| Arkansas        | No Minimum Age               | No Minimum Age                 |
| Florida         | No Minimum Age               | No Minimum Age                 |
| Georgia         | No Minimum Age               | No Minimum Age                 |
| Hawaii          | No Minimum Age               | No Minimum Age                 |
| Illinois        | No Minimum Age               | No Minimum Age                 |
| Indiana         | No Minimum Age               | No Minimum Age                 |
| Kansas          | No Minimum Age               | No Minimum Age                 |
| Kentucky        | No Minimum Age               | No Minimum Age                 |
| Louisiana       | No Minimum Age               | No Minimum Age                 |
| Maine           | No Minimum Age               | No Minimum Age                 |
| Maryland        | No Minimum Age               | No Minimum Age                 |
| Michigan        | No Minimum Age               | No Minimum Age                 |
| Mississippi     | No Minimum Age               | No Minimum Age                 |
| Missouri        | No Minimum Age               | No Minimum Age                 |
| New Hampshire   | No Minimum Age               | No Minimum Age                 |
| New Mexico      | No Minimum Age               | No Minimum Age                 |
| North Carolina  | No Minimum Age               | No Minimum Age                 |
| Ohio            | No Minimum Age               | No Minimum Age                 |
| Oklahoma        | No Minimum Age               | No Minimum Age                 |
| South Carolina  | No Minimum Age               | No Minimum Age                 |
| Texas           | No Minimum Age               | No Minimum Age                 |
| Tennessee       | No Minimum Age               | No Minimum Age                 |
| Vermont         | No Minimum Age               | No Minimum Age                 |
| Virginia        | No Minimum Age               | No Minimum Age                 |
| Washington      | No Minimum Age               | No Minimum Age                 |
| West Virginia   | No Minimum Age               | No Minimum Age                 |
| Wisconsin       | No Minimum Age               | No Minimum Age                 |

## Minimum Ages for Hunting Big Game with a Firearm







# SARATOGA COUNTY SOIL & WATER CONSERVATION DISTRICT

50 West High Street, Ballston Spa, New York 12020  
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RECEIVED

MAR 26 2021

Saratoga County  
Administrator's Office

March 22, 2021

Mr. Steve Bulger  
Saratoga County Administrator  
44 McMaster Street  
Ballston Spa, New York 12020

Dear Mr. Bulger,

Due to the unfortunate passing of Donald Monica, we will require a new Granger representative for our Board. We would like to offer for your consideration Janet Bartow of Milton Grange, Town of Milton as the Grange representative. Janet is an active participant in conservation activities, as well as being an active Grange Member. She is recently retired from her position at the Empire State Forest Products Association. She also maintains her own hobby farm that includes several beehives. We feel that she would be a welcome addition to the Saratoga County Soil and Water Conservation District Board of Directors.

As always, the selection of Board members to fill vacancies and term expirations is ultimately up to the County Legislature. We would like to encourage diversity in Board representation in regards to women and/or minorities.

If I or Dustin Lewis, District Manager, can be of any assistance in this process, please feel free to contact us at any time. Thank you for your continued support of the Soil and Water Conservation District.

Sincerely,

A handwritten signature in cursive script that reads "Shannon J. McCarthy".

Shannon J. McCarthy  
Secretary/Treasurer to the Board of Directors

cc: Dustin Lewis

## BOARD OF DIRECTORS:

Preston Allen • Victoria Garland • Jay Matthews • Donald Monica • Steven Ropitzky • Ed Kinowski