



# Law & Finance Committee

August 10, 2022 4PM

40 McMaster Street, Ballston Spa, NY 12020

Chair: Jonathan Schopf

Members:

Phil Barrett- VC  
Joe Grasso  
John Lant  
Jean Raymond  
Kevin Tollisen  
Matt Veitch

Welcome and Attendance

Approval of the minutes from July 13, 2022

## GOVERNMENT REVIEW & EFFICIENCY

- Amending the Policies and Procedures Manual to add a “Procurement Card Policy and Procedure.”  
(Steve Bulger, County Administrator)  
**BUDGET IMPACT:** No Budget Impact.

## PUBLIC SAFETY

- Authorizing intermunicipal agreements with participating municipalities for 2023 Saratoga County Animal Shelter Services.  
(Penny Heritage, Animal Shelter Director)  
**BUDGET IMPACT:** No Budget Impact.
- Authorizing an amendment to the agreement with Shenendehowa School District for the provision of an additional School Resource Officer and amending the 2022 County budget in relation thereto.  
(Michael Zurlo, County Sheriff)  
**BUDGET IMPACT:** The budget will be amended to accept these funds.
- Amending the contract terms for the provision of School Resource Officers to local School Districts and amending the 2022 County budget in relation thereto.  
(Michael Zurlo, County Sheriff)  
**BUDGET IMPACT:** The budget will be amended to accept these funds and authorize the related expenses.

## HUMAN RESOURCES & INSURANCE

- Authorizing the payment of a monthly stipend to Lisa Masten, Human Resources Analyst.  
(Scot Chamberlain, Director of Human Resources)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the department budget.

## **ECONOMIC DEVELOPMENT**

- Authorizing the continuation of Saratoga County consolidated Agricultural District #2, with modifications, for an additional eight years, and authorizing the issuance of a negative declaration under SEQR.  
(Jason Kemper, Director of Planning & Economic Development)  
**BUDGET IMPACT:** No Budget Impact.
- Authorizing the issuance of the first and second quarter 2022 payments to Saratoga Economic Development (SEDC) for marketing and promotion services.  
(Steve Bulger, County Administrator)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the department budget.

## **TRAILS & OPEN SPACE**

- Authorizing the Chair of the Board to enter into the necessary agreements to apply for, accept and administer a Snowmobile Grant-In-Aid Program Grant.  
(Jason Kemper, Director of Planning & Economic Development)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the department budget.
- Authorizing the implementation, and funding in the first instance of 100% of the Federal-Aid and State "Marchiselli" Program-Aid eligible costs, of a transportation Federal-Aid Project, appropriating funds therefor, and amending the budget in relation thereto.  
(Jason Kemper, Director of Planning & Economic Development)  
**BUDGET IMPACT:** The budget will be amended to accept these funds and authorize the related expenses.

## **LAW & FINANCE**

- Authorizing the acceptance of \$22,325,096.50 in Federal Aid under the American Rescue Plan Act of 2001 (ARPA).  
(Andrew Jarosh, County Treasurer)  
**BUDGET IMPACT:** No Budget Impact.
- Authorizing a lease at the Saratoga County Airport with Prime Group Holdings, LLC for the construction, maintenance and use of an airplane hangar on County land.  
(Chad Cooke, Commissioner of Public Works)  
**BUDGET IMPACT:** No Budget Impact.
- Authorizing a budget amendment of \$4,000,000 from ARPA funds to Saratoga County Sewer District's 2022 Budget.  
(Dan Rourke, Executive Director of Sewer District)  
**BUDGET IMPACT:** Funding will require an appropriation of \$4,000,000 utilizing ARPA funds.

- Authorizing an agreement with CHPE, LLC relative to a Host Community Agreement for the Champlain Hudson Power Express Project.  
(Michael Hartnett, County Attorney)  
**BUDGET IMPACT**: No Budget Impact.

### **DISCUSSION ONLY**

Update regarding Family Court renovations

### **OTHER BUSINESS**

- **Setting agenda for Board Meeting Scheduled For August 16, 2022**

Adjourn

*To view the webcast live or once recorded, go to <https://www.saratogacountyny.gov/meetings/2022-meetings/>*



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

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

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

**DEPARTMENT:** County Treasurer

**DATE:** 08/03/2022

**COMMITTEE:** Law & Finance

**RE:** U.S. Treasury - American Rescue Plan Act (ARPA) - Second Installment

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

AUTHORIZING THE ACCEPTANCE OF \$22,324,096.50 IN FEDERAL AID UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)

3. Specific Details on what the resolution will authorize:

Authorizing an agreement with the United States Treasury to accept American Rescue Plan Act funds and authorizing the Saratoga County Treasurer to hold these funds as a liability until the Saratoga County Board of Supervisors determine funding expenditures in accordance with treasury Department rules.

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



County Attorney's Office  
Consulted

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

County Administrator's Office  
Consulted

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

Revenue

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

Expense

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

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
--------------	-----------	-------------	-------

5. Identify Budget Impact:

--

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

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

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

Human Resources Consulted

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

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation

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

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

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO
- a. Source of grant funding:  
Federal
- b. Agency granting funds:  
Treasury Department
- c. Amount of grant:  
\$22,324,096.50
- d. Purpose grant will be used for:  
ARPA Qualified Projects
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:  
2020 - 2025
- g. Amount of county matching funds:  
0
- h. Administrative fee to County:  
0

9. Supporting Documentation:

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

10. Remarks:



**SARATOGA COUNTY BOARD OF SUPERVISORS**

8/17/22  
8/16/22

**RESOLUTION 246 - 2021/22**

Introduced by Supervisors Schopf, Barrett, Grasso, Tollisen, Veitch, Winney and Wood

**AUTHORIZING THE ACCEPTANCE OF \$22,324,096.50 IN FEDERAL AID UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)**

WHEREAS, on March 11, 2021, the Federal Government passed the American Rescue Plan Act of 2021 (ARPA), which is a \$11.9 Trillion economic stimulus package intended to assist the United States recovery from the economic and health effects of the COVID-19 Pandemic and the ongoing recession; and

WHEREAS, the grant funds under ARPA are administered through the United States Department of Treasurer; and

WHEREAS, the U.S. Department of Treasury has issued guidance and rules relative to ARPA funding, including the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and the most recent Interim Final Rule, dated July 19, 2021; and

WHEREAS, Saratoga County was directly awarded <sup>and received the second tranche of</sup> \$22,324,096.50; and <sup>on July 11, 2022</sup>

~~WHEREAS, acceptance of ARPA funding requires our approval and recognition respective to the County's General Ledger with the creation of a liability account "A-0688.ARPA" where such funds will be held until this Board determines appropriate funding expenditures in accordance with the rules and guidance as promulgated by the U.S. Department of Treasury; now, therefore, be it~~

RESOLVED, that the County Treasurer and Director of Finance are authorized to recognize acceptance of the American Rescue Plan Act of 2021 funding in the amount of \$22,324,096.50; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: None. 100% Federal Aid.

WHEREAS, Resolution 246.2021 authorized the acceptance and recognition of the ARPA funding respective to the County's General Ledger with the creation of liability account "A-0688.ARPA" where such fund will be held until this Board determines appropriate funding expenditures in accordance with the rules and guidance as promulgated by the U.S. Department of Treasury, now, therefore, be it.





# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

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

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

**DEPARTMENT:** County Attorney

**DATE:** June 29, 2022

**COMMITTEE:** Buildings & Grounds

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

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing a Lease with Prime Group

3. Specific Details on what the resolution will authorize:

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

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

County Attorney's Office  
Consulted



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

County Administrator's Office  
 Consulted

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

--

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

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

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

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

Human Resources Consulted

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

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation

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

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

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted



County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

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

9. Supporting Documentation:

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

10. Remarks:

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

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



6/21/22



## **SARATOGA COUNTY BOARD OF SUPERVISORS**

### **RESOLUTION 186 - 2022**

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

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

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

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

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

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

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

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



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

**RESOLVED**, that this Resolution shall take effect immediately.

**BUDGET IMPACT STATEMENT**: No Budget Impact.

June 21, 2022 Regular Meeting

Motion to Adopt by Supervisor Hammond, Seconded by Supervisor Lant

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

NOES (0):

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





# McFarland Johnson

*Innovative Solutions / Sustainable Results*

60 Railroad Place • Suite 402 • Saratoga Springs, NY 12866  
Phone: 518-580-9380 • Fax: 518-580-9383  
[www.mjinc.com](http://www.mjinc.com)

May 16, 2022

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

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

Dear Mr. Cooke:

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

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

Regards,

Turner Bradford, PE  
Aviation Manager

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

encl



**Project Description:**

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

**Tentative Design and Construction Schedule:**

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

**Potential land lease:**

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

**Estimated construction cost:**

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

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

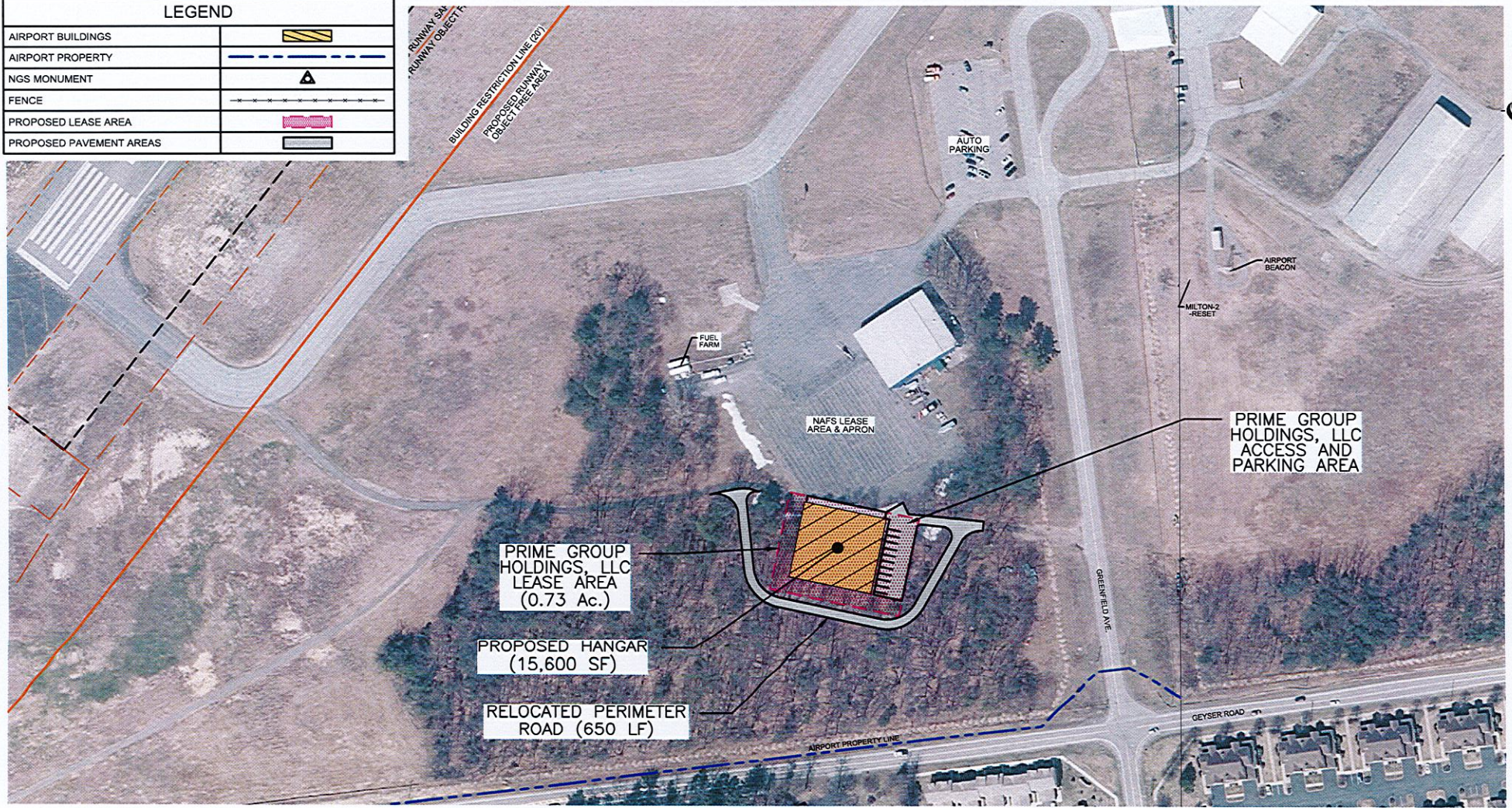
---



## Project Sketch



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



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

PROPOSED HANGAR  
(15,600 SF)

RELOCATED PERIMETER  
ROAD (650 LF)

PRIME GROUP HOLDINGS, LLC  
ACCESS AND  
PARKING AREA



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

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

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





## SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS

**SARATOGA COUNTY PUBLIC WORKS FACILITY**  
3654 GALWAY ROAD  
BALLSTON SPA, NEW YORK 12020-2517  
(518) 885-2235  
FAX (518) 885-8809

**CHAD M. COOKE, P.E.**  
Commissioner

**THOMAS A. SPEZIALE**  
Deputy Commissioner

August 4, 2022

Brenda Howe, Town Clerk  
Town of Milton  
503 Geysers Road  
Ballston Spa, NY 12020

RE: Lease of Airport Property

Dear Clerk Howe,

Attached please find a draft copy of a lease agreement between the County and Prime Group Holdings, LLC for lease of property at the airport. This document is being transmitted to you for filing in your office in accordance with General Municipal Law § 352-a. The statute is noted as follows:

General Municipal Law § 352-a. *Lease, contract or agreement for a definite term*

*No lease, contract or agreement shall permit the construction of any building at a location or the use thereof in a manner obstructing or interfering with the use of such airport as a public airport or landing field, and to this end municipalities prior to the making of any such leases, contracts or agreements shall adopt and may from time to time amend a plan showing the portions of such airport to be made available for such purposes which plan or amendments shall not be finally adopted until ten days after a copy thereof shall have been filed with the clerk of such municipality and with the clerk of the municipality or municipalities within which such airport is located.*

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad M. Cooke".

Chad M. Cooke, P.E.  
Commissioner

Cc: Therese Connolly, Clerk of the Board of Supervisors  
Michael Hartnett, County Attorney

--DRAFT LEASE AGREEMENT--

LEASE AGREEMENT

Between

COUNTY OF SARATOGA

and

PRIME GROUP HOLDINGS LLC

Lease Term:

September 1, 2022 – August 31, 2042

THIS LEASE AGREEMENT (Lease), made the \_\_\_\_\_ day of \_\_\_\_\_ 2022,  
BY AND BETWEEN,

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

-and-

**PRIME GROUP HOLDINGS, LLC**, a limited liability company organized under the laws of the State of New York, with offices at 85 Railroad Place, Saratoga Springs, New York, 12866, (TENANT).

**RECITALS:**

WHEREAS, LANDLORD intends to lease to TENANT and TENANT intends to lease from LANDLORD the real property at the Saratoga County Airport located in the Town of Milton (the "Airport"), as described in Article II, referred to as "Leased Premises" for a term as provided in Article I, at the rent and charges provided for in Article VI and on all of the terms and conditions set forth herein; and

NOW, THEREFORE, the parties agree that:

**ARTICLE I: AGREEMENT TERM**

- A. The commencement date of this Lease shall be September 1, 2022.
- B. The term of this Lease shall be for twenty years (20) years from September 1, 2022 to August 31, 2042.
- C. Renewal: The terms of this Lease may be renewed on the mutual consent of the parties for one (1) additional term of twenty (20) years. Renewal shall not occur unless both parties agree, in writing, to renew at least one hundred-eighty (180) days prior to the expiration of the initial term. Tenant's notice of intent to renew shall be provided in accordance with the notice requirements provided in Article XI herein.

**ARTICLE II: LEASED PREMISES**

LANDLORD hereby leases to TENANT, subject to all of the terms and conditions set forth herein, approximately 0.83 acres within the Airport designated and depicted by a boundary line on the map attached hereto as Appendix A and as more fully described hereafter (the "Leased Premises").

A. Exclusive Use Areas:

1. Land: LANDLORD hereby grants unto TENANT the exclusive use of those lands and structures identified as “Leased Premises” on Appendix A, together with the right of ingress and egress to those lands and structures. The approximate size of the area of land of the Leased Premises is 0.83 acres and is located to the south of the current Fixed-Base Operator (“FBO”) apron.

B. Non-Exclusive Use Areas: LANDLORD hereby grants to TENANT a non-exclusive right to use:

1. The vehicular parking area located immediately adjacent to the location of the proposed Prime Hanger for use by TENANT’s employees, agents, contractors, licensees, passengers, guests, patrons, invitees, and suppliers;
2. Approximately 650 linear feet of relocated airport perimeter roadway as shown on Appendix A; and
3. All runways, taxiways, and aprons at the Airport.

TENANT shall not infringe upon or interfere with any public use of these non-exclusive areas.

C. Building:

1. TENANT is permitted to construct a hanger of up to 15,600 square feet (the “Prime Hanger”), relocate the airport access road, installation of a parking field on the Leased Premises, and installation of signage, all at TENANT’s sole cost and expense. In no event shall LANDLORD be obligated or liable for any direct or indirect cost or expense associated with TENANT’s construction of any improvements on the Leased Premises. Once constructed, TENANT may use the Prime Hanger for storage and maintenance of aeronautical equipment including a plane or planes. The costs of the construction of the Prime Hanger shall be borne exclusively by TENANT. TENANT acknowledges and agrees that any structure or building constructed by TENANT on the Land may be subject to applicable property taxes, and to the extent such structure or building is separately assessed, payment of such separately assessed taxes shall be borne exclusively by TENANT.

**ARTICLE III: TENANT’S RIGHTS AND RESPONSIBILITIES**

A. General:

1. TENANT shall pay all governmental license fees, permit fees and charges of a similar nature required in connection with TENANT’s use and occupancy of the Leased Premises. Copies of all permits shall be given to LANDLORD when issued.

2. TENANT shall not permit the accumulation (unless in appropriate waste receptacles) of any rubbish, trash, debris, or garbage in, on or about any part of the Leased Premises. The piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or above the Leased Premises shall not be permitted. The removal and cost thereof of rubbish and trash from the Leased Premises shall be the responsibility of TENANT. TENANT shall have the right to contract with any third-party rubbish removal company in connection with its obligations pursuant to this Article III.A.2.
3. TENANT shall comply with all restrictive covenants, utility easements, grant assurances, and zoning requirements imposed by federal, state, or local agencies, which affect or are applicable to the Leased Premises. LANDLORD hereby represents and warrants to TENANT that no existing restrictive covenants, utility easements, grant assurances, and zoning requirements prohibit or limit TENANT's ability to use the Leased Premises for their intended use. Subject to compliance with applicable governmental requirements, LANDLORD shall not voluntarily consent to, or enter into, any future restrictive covenants, utility easements, grant assurances, and zoning requirements that would reduce any of TENANT's rights or increase any of TENANT's obligations hereunder without TENANT's prior written consent in its sole discretion.
4. TENANT shall comply with all reasonable and applicable rules and regulations, ordinances, resolutions, and the Minimum Standards and Requirements on the Conduct of Commercial Aeronautical Services and Activities on Saratoga County Airport, New York (hereinafter referred to as the "Minimum Standards") as adopted and, from time to time, amended by LANDLORD, Federal Aviation Administration ("FAA"), New York State Department of Transportation, New York State Department of Environmental Conservation, Board of Fire Underwriters, and any other proper governmental authority having jurisdiction over the conduct or operations at the Airport and/or the Leased Premises, a copy of which is attached hereto and is incorporated herein.
5. TENANT shall not use the Leased Premises for any illegal trade, manufacture, or business, or any other illegal purpose. TENANT shall not use the Leased Premises in such a manner as to give rise to the liability on the part of LANDLORD under Section 231 of the Real Property Law of the State of New York.
6. TENANT may only erect exterior signs for the operation of its business with prior approval by LANDLORD (such approval not to be unreasonably withheld, conditioned or delayed) and to the extent applicable, the FAA.
7. TENANT, for itself, its successors or assigns, as part of the consideration for this Lease, does hereby covenant and agree, that TENANT shall comply with all

applicable Federal, State and local laws, ordinances and regulations including but not limited to nondiscrimination and labor laws.

8. TENANT, for itself, its successors or assigns, as part of the consideration for this Lease, does hereby covenant and agree, that no person on the grounds of race, creed, color, national origin, disability, age, military status, sex, marital status, sexual orientation, gender identity or expression, or source of payment, shall be excluded from participation in or denied the benefits of TENANT's use of the Leased Premises; the conduct of TENANT's business by implementation of the rights granted hereby; or the construction of any improvements on, over, or under land leased to or at any time controlled by TENANT and the furnishing of services on such land.
9. In the event of a breach of any of the above non-discriminatory covenants, LANDLORD shall have the right to terminate this Lease and to reenter and repossess the Leased Premises and the facilities thereon.
10. All facilities installed or constructed by TENANT shall conform to the design and specification requirements established by TENANT and approved by LANDLORD, as well as all other local, State, and Federal Laws, Regulations, and Zoning, as applicable.
11. TENANT shall have the right of ingress and egress over portions of the Saratoga County property to and from the Leased Premises, including the non-exclusive privilege to permit its employees, passengers, guests, patrons, invitees, and suppliers to use the entrance and exit ways designated by LANDLORD from time to time for access to the Leased Premises from a street or highway adjacent to the Leased Premises through the appropriate entrances and exits so designated.
12. TENANT may not permanently or temporarily house, keep, hold, retain or store any livestock or non-domesticated animals or pets, or domesticated livestock, on or within the Leased Premises.

**B. Buildings, Equipment, and Paving:**

1. TENANT shall pay for the costs of all utilities for the Leased Premises, including, but not limited to, gas, electric, water, water treatment, and sewer.
2. TENANT shall pay the cost for maintaining all buildings, both interior and exterior, within the Leased Premises. This includes, but is not limited to, the building envelope, roof, interior, interior finishes, doors, windows, hangar doors, mechanical, heating and cooling systems, plumbing, and electrical systems.
3. TENANT shall keep the Leased Premises in a neat and clean condition, including both interior and exterior areas.



4. All buildings and facilities constructed by TENANT pursuant to this Lease shall become the property of LANDLORD at the expiration or termination of this Lease or any extension thereof.
5. TENANT shall not make any improvements, alterations, repairs, or changes to the Leased Premises without the prior written consent thereto by LANDLORD as provided by the Commissioner of Public Works and County Administrator. Prior to performing any such improvements, alterations, repairs, or changes TENANT is to submit detailed plans and specifications to LANDLORD. LANDLORD shall review such plans and specification and return reasonable comments thereto, as soon as reasonably practical. TENANT shall incorporate such comments into the plans and specifications and resubmit such revised plans and specifications for LANDLORD'S review and approval pursuant to this Article III.B.5. If LANDLORD grants or is deemed to have granted such consent, TENANT shall have the right to construct the improvements reflected on such plans and specifications, provided such construction is performed in a good workmanlike manner, in accordance with all applicable Federal, State or local building code regulations. The cost of such alterations, repairs, improvements, and changes are the responsibility of TENANT.
6. TENANT shall provide and maintain fire extinguishers for the interior of each building, in accordance with all applicable fire and safety codes.
7. TENANT shall pay the cost for maintaining all paved areas within the Leased Premises. This includes, but is not limited to, paving, crack sealing, seal coating, patching, weed control and snow removal. LANDLORD will pay the cost for the in-kind replacement of paving outside of the Leased Premises if required in LANDLORD's commercially reasonable judgment.
8. TENANT shall deliver to LANDLORD possession of the Leased Premises, including the proposed Prime Hanger and any other buildings, structures or facilities, at the expiration or termination of this Lease in good condition, reasonable wear and tear excepted. If the Prime Hanger shall be substantially damaged at the time of lease expiration, TENANT shall be obligated to raze the Prime Hanger and return possession of the Leased Premises to LANDLORD in a rough graded condition (in which event TENANT shall have the right to retain and all insurance proceeds that TENANT may receive in connection with such damage). If the Prime Hanger shall be partially damaged at the time of lease expiration, LANDLORD shall have the option to require TENANT to either (x) repair the Prime Hanger to substantially the condition existing immediately prior to such damage (in which event TENANT shall have the right to retain and all insurance proceeds that TENANT may receive in connection with such damage), or (y) accept the Prime Hanger in the condition existing following such partial damage, in which event TENANT shall be required assign to LANDLORD any insurance proceeds payable to TENANT on account of such damage to the Prime Hanger. TENANT shall have the right, at any time during the term of this Lease,

to remove its vehicles, aeronautical equipment, tools, and other equipment from the Leased Premises.

C. Default:

1. TENANT's failure to abide by the conditions set forth hereinabove in Article III may be grounds for default in accordance with Article X of this Lease.

**ARTICLE IV: LANDLORD'S RIGHTS AND RESPONSIBILITIES**

A. General:

1. LANDLORD shall maintain the common areas of the airport premises in a clean, safe and sightly condition, including the routine maintenance of the grounds, public roadways, access roads, public parking areas, and other elements at the airport excepting those obligations specifically imposed upon TENANT pursuant to this Lease.
2. LANDLORD shall, within a reasonable time after the end of a snowfall, remove accumulated snow and ice from the parking area, sidewalks and vehicle access roadways and diligently prosecute the same to completion so that, to the extent practicable, those areas shall be reasonably cleared of snow and ice. Snow and ice shall be removed by LANDLORD with consideration to LANDLORD'S obligation to winter maintenance of highways as a priority. TENANT is responsible for removing sufficient snow and ice from the Leased Premises and the perimeter access road (for TENANT's own use) so that it can safely and efficiently conduct its business. LANDLORD shall exercise its best efforts, consistent with the conditions then prevailing, to perform the aforesaid services as soon as is reasonably possible. TENANT shall assist LANDLORD during snow removal with vehicle relocations, as reasonably required to clear areas where vehicles are parked.
3. LANDLORD shall maintain the existing water supply line that is located along the main entrance road of the Airport. The cost of installing any lateral service line from the existing main water line will be borne solely by TENANT. TENANT is responsible for any costs for the installation, operation or maintenance of septic and sewer systems that service the Leased Premises.

**ARTICLE V: RIGHT OF ACCESS**

A. Entry:

1. During any reasonable time after the commencement of this Lease, LANDLORD and/or its agents, contractors, subcontractors or designees reserve the right to enter upon the Leased Premises, any portion thereof and any appurtenances or facility thereto, during regular business hours upon at least three (3) business days

prior written notice to TENANT (except no such notice shall be necessary in the case of an emergency), solely for the purposes of inspection to confirm TENANT's compliance with its obligations hereunder. TENANT shall have the right to have a representative present during any such entry by LANDLORD.

**ARTICLE VI: RENT AND CHARGES TO TENANT**

A. Rental Fee:

- 1. TENANT shall pay the following fixed rent to LANDLORD for the use of the Leased Premises, such payment to be provided to LANDLORD on or before the first business day of each calendar month in following amounts:

Applicable Dates	PSF	Annual	Monthly
August 1, 2022 – July 31, 2027	\$0.20	\$7,230.00	\$602.50
August 1, 2027 – July 31, 2032	\$0.21	\$7,592.00	\$632.67
August 1, 2032 – July 31, 2037	\$0.22	\$7,954.00	\$662.83
August 1, 2037 – July 31, 2042	\$0.23	\$8,315.00	\$692.92

- 2. Payment by TENANT of the rent shall be submitted to LANDLORD in United States Currency and shall be paid by certified check or money order and submitted to the Commissioner of Public Works.
- 3. All late payments are subject to a late fee equal to two percent (2%) of any outstanding amount due, as additional rent, and any outstanding amount due shall accrue interest from the date due at the statutory rate for late payments under New York Law.

**ARTICLE VII: DESTRUCTION**

- A. If the Prime Hanger shall be wholly or partially damaged by the elements or fire resulting from the elements or natural causes, it shall be the responsibility of TENANT to repair.
- B. If the Prime Hanger shall, in the opinion of TENANT, be substantially damaged by the elements or fire or other casualty so as to render the Prime Hanger not fit for TENANT's business purposes, TENANT shall have the right, to be exercised by notice in writing delivered to LANDLORD within ninety (90) days from and after said occurrence, to terminate this Lease, and in such event, this Lease and the tenancy created shall cease at the date of the occurrence, and the rent shall be adjusted as of the date of the occurrence. If TENANT shall terminate this Lease as aforesaid, then the provisions of Article III, subpart B8 shall control.

**ARTICLE VIII: WAIVER AND SUBROGATION**

- A. LANDLORD and TENANT each hereby releases the other, its officers, directors, employees, and agents, from liability or responsibility to the other or anyone claiming

through or under them by way of subrogation or otherwise for any loss or damage to property covered by valid and collectible fire insurance with standard extended coverage endorsement, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for who such party may be responsible.

- B. The release and waiver provided herein (Article VIII, Section A) shall be applicable and in full force and effect only with respect to loss or damage that is actually recovered from an insurance company; and occurring during such time as the releaser's fire or extended coverage insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releaser to recover thereunder.
- C. LANDLORD and TENANT agree that any fire and extended coverage insurance policies carried by each of them respectively and covering the Leased Premises or their contents will include such a clause or endorsement as provided above, as long as same shall be obtainable without extra cost, or if extra cost shall be charged therefore, so long as the other party pays each extra cost. If extra cost shall be chargeable therefore, each part shall advise the other thereof and of the amount of the extra cost.

**ARTICLE IX: INDEMNITY, LIABILITY, AND INSURANCE**

A. Indemnity:

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

B. Liability and Insurance:

1. TENANT shall, at TENANT's sole cost and expense, obtain and keep in force during the Term: (a) a commercial general liability policy of insurance with limits of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; and (ii) Causes of Loss-Special Form insurance in respect of the Building and other improvements on the Land normally covered by such insurance. TENANT's commercial general liability policy shall provide for the indemnification set forth Article IX.A above and shall name LANDLORD as an additional insured. TENANT's certificate of insurance for both general liability and property coverage is attached hereto as Appendix C.
2. TENANT shall pay, satisfy, and discharge any judgments, orders, and decrees which may be recovered against LANDLORD, in connection with any claims as set forth in this article.

C. Non-Liability:

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

**ARTICLE X: FAILURE TO PERFORM – DEFAULTS - REMEDIES**

A. Defaults, Conditional Limitation:

1. The following events shall constitute a default by TENANT:
  - a) If TENANT shall fail to pay any rent or fee as identified in Article VI to LANDLORD and such failure continues for ten (10) days after receipt of written notice from LANDLORD to cure.
  - b) If TENANT shall fail to perform or observe any other requirement of this Lease on the part of TENANT to be performed, or observed, and such failure continues for thirty (30) days after receipt of a written notice to cure from LANDLORD specifying the nature of the default; or when the default be of such a nature that it cannot be cured within thirty (30) days, if TENANT fails to commence curing such default with thirty (30) day period and thereafter proceed diligently to cure such default.

2. This Lease is subject to the limitation that, if at any time a default shall occur, then upon the happening of any one or more of the aforementioned defaults, and expiration of the period of time prescribed in any aforesaid notice, LANDLORD may give TENANT a notice of intention to end the term of this Lease, at the expiration of fifteen (15) days from the day of service of such notice of termination. At the expiration of such fifteen (15) days, this and the term, as well as all of the right, title and interest of TENANT hereunder, shall wholly cease and expire, and TENANT shall then quit and surrender the Leased Premises to LANDLORD.

B. LANDLORD's Reentry:

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

C. Deficiency:

1. In the case of reentry, repossession or termination of this Lease, whether the same is the result of the institution of summary or other proceedings or not, TENANT shall remain liable (in addition to accrued liabilities) to the extent legal permissible for the rent, additional rent, and all other charges provided for herein until the date of this Lease would have expired had such termination, reentry or repossession not occurred and any expenses to which LANDLORD may be put in reentering the Leased Premises and repossessing same; making good any default of TENANT; reletting the same including attorney's fees and disbursements, marshal's or sheriff's fees; minus the net proceeds of any reletting. TENANT agrees to pay LANDLORD the difference between the rent due under this Lease and the proceeds of any reletting with respect to each month, at the end of each month. TENANT shall pay LANDLORD such sums as the court, which as has jurisdiction thereover, may adjudge reasonable as attorney's fees with respect to any successful lawsuit or action instituted by LANDLORD to enforce provisions of this Lease.
2. In the case of reentry, repossession or termination of this Lease, LANDLORD may relet the whole or any part of the premises for the whole of the unexpired term of this Lease, or from time to time for short periods, for any rental then obtainable.

TENANT's liability, as aforesaid, shall survive the institution of summary proceedings and the issuance of any warrant thereunder. LANDLORD shall use reasonable efforts to relet or attempt to relet the Leased Premises.

D. Waiver of Rights of Redemption:

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

E. Additional Remedies and Waivers:

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

**ARTICLE XI: INTERPRETATION, NOTICES, AND MISCELLANEOUS**

A. Interpretation:

1. Every term, condition, agreement or provision contained in this Lease which imposes an obligation on TENANT, shall be deemed to be also a covenant by TENANT.
2. Any reference herein to any extensions or renewals or term or any period during which TENANT may be in possession after the expiration date shall not be deemed to imply that any extension or renewal of the term is contemplated hereby or that TENANT shall be permitted to remain in possession after expiration of the term.

3. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be determined to be invalid, illegal or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those which are determined to be invalid, illegal or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
  4. The captions and headings used throughout this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.
  5. This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this Lease, signatures transmitted by facsimile machine, via e-mail in a "PDF" format or via other electronic signature such as DocuSign shall be deemed to be original signatures for all purposes. Each party intends to be bound by such party's facsimile, "PDF" or other electronic signature format on this Lease, is aware that the other parties are relying on such party's facsimile, "PDF" or other electronic signature format, and hereby waives any defenses to the enforcement of this Lease based upon the form of signature.
  6. Whenever a requirement is imposed on any party hereto, it shall be deemed that such a party shall be required to perform such requirement at its own expense, unless otherwise provided herein.
  7. Any reference herein to the singular includes the plural and the plural includes the singular.
  8. The words "reenter" and "reentry," as used herein are not restricted to their technical legal meaning.
  9. Whenever it is provided herein that LANDLORD'S consent is required, it shall be construed that such consent shall not be withheld unreasonably.
- B. Changes and Modifications: This Lease may not be changed or terminated orally. Any amendment to this Lease must be in writing and signed by both parties.
- C. Successors and Assigns: Subject to the provisions hereof, this Lease shall bind and inure to the benefit of the parties and their respective successors, representatives, heirs and assigns.
- D. Assignment and Sublet: This Lease may not be assigned or sublet without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed, and for which consent TENANT shall not be liable for any payment to LANDLORD. Notwithstanding anything in this Lease contained to the



contrary, TENANT may, at any time, and without permitting LANDLORD the election to terminate the term of this lease or providing LANDLORD with prior notice or the right to consent, assign its interest in this lease or sublet the whole or any part of the Leased Premises without any such notice or consent to: (i) any business organization affiliated with TENANT; or (ii) any business organization resulting from the consolidation or merger of TENANT with any other business organization or organizations. For the purposes hereof, an “affiliated” business organization is any entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the specified organization. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a business organization, whether through the ownership of voting securities, by contract or otherwise. TENANT shall provide LANDLORD with notice of any transaction described in this paragraph promptly after the effective date thereof.

E. Validity: This Lease shall be of no force and effect unless and until it has been reviewed and approved by the Saratoga County Board of Supervisors and is executed by both LANDLORD and TENANT and counterparts of the executed Lease are exchanged by LANDLORD and TENANT. If LANDLORD shall fail to obtain such approval, execute and unconditionally deliver this Lease to TENANT within thirty (30) days following TENANT’s execution hereof, TENANT shall thereafter have the right to rescind its execution of this LEASE at any time prior to the date LANDLORD executes and unconditionally delivers this Lease to TENANT.

F. Notices: Any notice, demand, request, consent, approval, or other communication given under or with respect to this Lease shall be in writing and shall be personally served or sent by First Class United States mail, postage pre-paid, addressed to the other party or entity as follows:

To LANDLORD: Saratoga County Administrator  
40 McMaster Street  
Ballston Spa, NY 12020

With copy to: Saratoga County Attorney  
40 McMaster Street  
Ballston Spa, NY 12020

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

To TENANT: Prime Group Holdings, LLC  
85 Railroad Place  
Saratoga Springs, NY 12866

With copy to:

Cole Schotz P.C.  
25 Main Street  
Hackensack, NJ 07601  
Attn: Joseph Barbieri, Esq.

- G. Entire Agreement: This Lease constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.
- H. Prevailing Party: If any action at law is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and costs of the proceeding in addition to any other relief to which it may be entitled. If any action in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled. For purposes of this Section, a party will be considered to be the "prevailing party" if (a) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), (b) such party did not initiate the litigation and either (i) received a judgment in its favor, or (ii) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking.
- I. New York Law and Jurisdiction: Notwithstanding any other provision of this Lease, any dispute concerning any question of fact or law arising under this Lease which is not disposed of by agreement between LANDLORD and TENANT shall be governed, interpreted and decided by a Court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

### **ARTICLE XIII: APPENDICES**

- Appendix A: Site Plan  
Appendix B: Saratoga County Airport Minimum Standards  
Appendix C: Prime Group Holdings, LLC - Certificate of Insurance  
Appendix D: Saratoga County Board of Supervisors Resolution \_\_\_\_\_

--SIGNATURE PAGE TO FOLLOW--

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

**COUNTY OF SARATOGA  
LANDLORD**

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

Date: \_\_\_\_\_

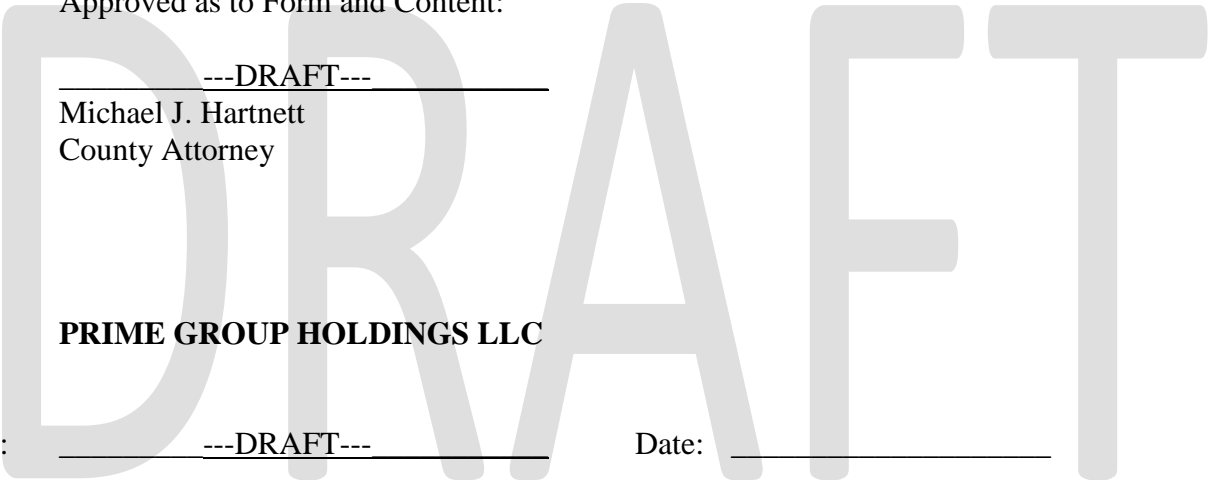
Approved as to Form and Content:

\_\_\_\_\_  
Michael J. Hartnett  
County Attorney

**PRIME GROUP HOLDINGS LLC**

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

Date: \_\_\_\_\_



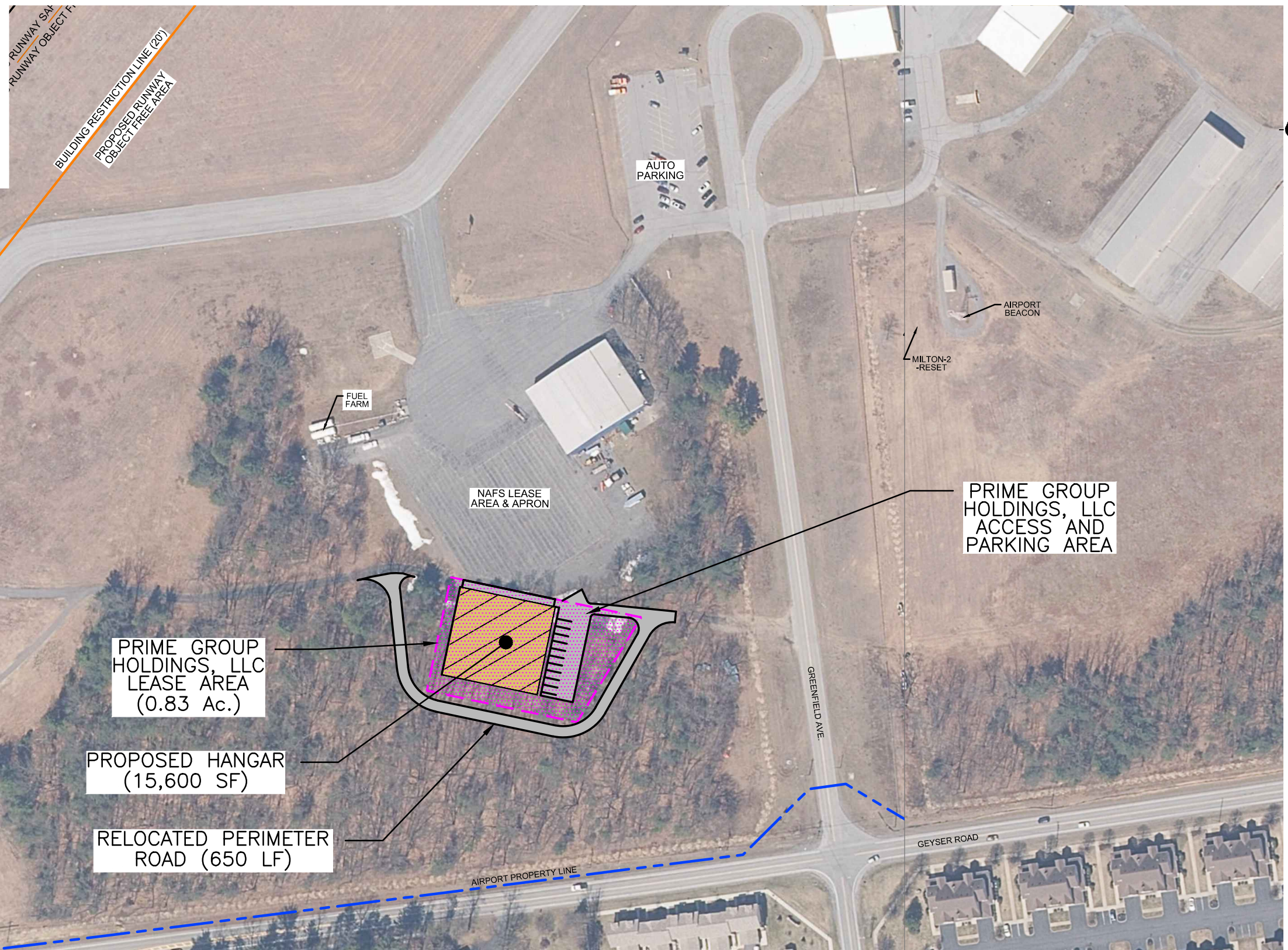
APPENDIX A

SITE PLAN

DRAFT



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



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

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

SCALE:	1" = 150'
DRAWN:	TDB
CHECKED:	TB
DESIGN:	TDB
PROJECT:	18975.00
DATE:	07/08/2022

**FIG-01**  
01 OF 01



APPENDIX B

SARATOGA COUNTY AIRPORT MINIMUM STANDARDS

DRAFT

**Minimum Standards and Requirements on the Conduct  
of  
Commercial Aeronautical Services and Activities  
on  
Saratoga County Airport, New York**



**As Adopted by Saratoga County Resolution 179-07  
on August 21, 2007**

**AUGUST 2007**

# **TABLE OF CONTENTS**

## **SECTION I - GENERAL CONDITIONS**

	<b><u>Page</u></b>
<b>1. <u>GENERAL STATEMENT OF POLICY</u></b>	<b>1</b>
<b>2. <u>DEFINITIONS</u></b>	<b>2</b>
<b>A. Aircraft</b>	
<b>B. General</b>	
<b>C. Governmental</b>	
<b>D. Fueling</b>	
<b>E. Lease and Agreements</b>	
<b>F. Services</b>	
<b>G. Infrastructure</b>	
<b>3. <u>APPLICATION REQUIREMENTS</u></b>	<b>6</b>
<b>A. County Action on Application</b>	
<b>4. <u>GENERAL REQUIREMENTS</u></b>	<b>9</b>
<b>A. Written Agreement</b>	
<b>B. Site Development Standards</b>	
<b>1. Land</b>	
<b>2. Buildings and Structures</b>	
<b>3. Support Areas</b>	
<b>4. Conditions of Improvements</b>	
<b>5. Maintenance Responsibilities</b>	
<b>C. Personnel and Equipment</b>	
<b>D. Insurance</b>	
<b>1. Construction and installation</b>	
<b>2. Liability insurance</b>	
<b>3. Property Insurance</b>	
<b>E. Motor Vehicles</b>	
<b>F. General Agreement Clauses</b>	
<b>1. Non-discrimination</b>	
<b>2. Hazardous Materials</b>	
<b>3. Licenses and Certificates</b>	
<b>4. Identification</b>	
<b>5. Storage Areas</b>	
<b>6. Right of Inspection</b>	
<b>7. Accident Reports</b>	
<b>8. Cumulative Rights</b>	
<b>9. Termination</b>	
<b>10. Environmental</b>	
<b>11. Aircraft service by Owner or Operator of Aircraft</b>	
<b>12. Non-exclusive rights</b>	



13. Airport Development	
14. War or National Emergency	
15. Subordination	
16. Through the Fence Operation	
17. Airport obstructions	
18. Compliance with laws and payment of taxes	
19. Indemnity	
20. Assignment and Subletting	
21. Rentals Redetermined	
<b>5. <u>NOTIFICATION OF COMPLAINTS AND/OR DISPUTES</u></b>	<b>16</b>
<b>6. <u>MISCELLANEOUS</u></b>	<b>16</b>

**SECTION II – SCHEDULE**

<b>1. <u>AIRCRAFT SALES (NEW AND/OR USED)</u></b>	<b>18</b>
A. Definition	
B. Minimum Standards	
Site Development	
Aircraft Repair and Servicing	
Inventory	
Insurance	
Hours of Operation	
Personnel	
<b>2. <u>AIRCRAFT MAINTENANCE: AIRFRAME AND POWERPLANT</u></b>	<b>19</b>
A. Definition	
B. Minimum Standards	
Site Development	
Aircraft Repair and Servicing	
Inventory	
Insurance	
Hours of Operation	
Personnel	
<b>3. <u>AIRCRAFT RENTAL</u></b>	<b>20</b>
A. Definition	
B. Minimum Standards	
Site Development	
Aircraft Repair and Servicing	
Inventory	
Insurance	
Hours of Operation	
Personnel	
<b>4. <u>FLIGHT AND GROUND TRAINING</u></b>	<b>21</b>
A. Definition	

<b>B. Minimum Standards</b>	
Site Development	
Aircraft Repair and Servicing	
Inventory	
Insurance	
Hours of Operation	
Personnel	
<b>5. <u>AVIATION FUEL AND OIL SALES:</u> (Line services, aircraft</b>	<b>22</b>
<b>fuels and oil dispensing)</b>	
<b>A. Definition</b>	
<b>B. Minimum Standards</b>	
Site Development	
Aircraft Repair and Servicing	
Inventory	
Insurance	
Hours of Operation	
Personnel	
<b>6. <u>AVIONICS AND SPECIALIZED AIRCRAFT REPAIR</u></b>	<b>24</b>
<b><u>SERVICES</u> (Radios, propellers, instruments, and accessories)</b>	
<b>A. Definition</b>	
<b>B. Minimum Standards</b>	
Site Development	
Aircraft Repair and Servicing	
Inventory	
Insurance	
Hours of Operation	
Personnel	
<b>7. <u>AIRCRAFT CHARTER AND AIR TAXI</u></b>	<b>25</b>
<b>A. Definition</b>	
<b>B. Minimum Standards</b>	
Site Development	
Aircraft Repair and Servicing	
Inventory	
Insurance	
Hours of Operation	
Personnel	
Exemption	
<b>8. <u>SPECIALIZED COMMERCIAL FLYING SERVICES</u></b>	<b>26</b>
<b>A. Definition</b>	
<b>B. Minimum Standards</b>	
Site Development	
Aircraft Repair and Servicing	
Inventory	
Insurance	
Hours of Operation	
Personnel	

<b>9. <u>AIRCRAFT HANGAR STORAGE</u></b>	<b>28</b>
<b>A. Definition</b>	
<b>B. Minimum Standards</b>	
<b>Site Development</b>	
<b>Aircraft Repair and Servicing</b>	
<b>Inventory</b>	
<b>Insurance</b>	
<b>Hours of Operation</b>	
<b>Personnel</b>	
<b>10. <u>COMMERCIAL AVIATION SUB-OPERATORS</u></b>	<b>29</b>
<b>A. Definition</b>	
<b>B. Minimum Standards</b>	

**APPENDICES**

<b>APPENDIX A</b>	<b>Minimum Insurance Policy Requirements</b>
<b>APPENDIX B</b>	<b>Minimum Requirements for a Business Plan</b>
<b>APPENDIX C</b>	<b>Resolution 179-07 as Adopted by Saratoga County on August 21, 2007</b>

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**SECTION I**

**GENERAL CONDITIONS**

**1. GENERAL STATEMENT OF POLICY**

It shall be the policy of Saratoga County, New York (the County) that any person(s), firms(s) or corporation(s) wishing to conduct commercial aeronautical activities, as defined herein, at Saratoga County Airport (the Airport), shall be given equal opportunity to engage in such commercial aeronautical activities at the Airport that meet these Minimum Standards (Standards) established by the County. The County's purpose in imposing standards is to ensure a safe, efficient and adequate level of operation and services is offered to the public. The Standards were specifically prepared according to the Federal Aviation Administration (FAA) guidelines to be reasonable and not unjustly discriminatory. In exchange for the opportunity to engage in a commercial aeronautical activity, an aeronautical service provider (Operator) engaged in a commercial aeronautical activity agrees to comply with the Standards developed by the County. Compliance with these Standards is also part of every aeronautical service provider's lease agreement with the County. These Standards are and will be applied objectively and uniformly to all similarly situated on-airport commercial aeronautical service providers.

Pursuant to federal, state and local laws, the County has the authority to promulgate standards deemed necessary to the efficient and proper operation of the Airport and in the interest of safety to govern matters relating to aircraft, motor vehicles, aircraft servicing and other equipment on the Airport. These Standards shall be enforced by The County in accordance with and to the full extent of applicable law. These Standards are developed pursuant to FAA Advisory Circular 150/5190-7 "Minimum Standards for Commercial Aeronautical Activities", dated August 28, 2006.

The County, being the Owner and in a position of responsibility for the administration of the Airport, does hereby establish the following Policy: The Standards are intended to be the threshold entry requirements for those wishing to provide commercial aeronautical services to the public and to insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition.

These Standards were developed taking into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport and to promote fair competition at the Airport. The uniform application of these Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and the Airport patrons.

Granting of Rights: No person(s), firms(s) or corporation(s) shall have access to or use the property of the County at the Airport for the purpose of providing commercial

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

aeronautical activities unless they first meet the requirements of these Standards, obtain the permission of the County, and have a properly executed lease agreement. The conduct of any and all providers of commercial aeronautical activities shall be subject to these Standards, as amended from time to time by the County. No person shall engage in the sale of food, drink, or any commodity including but not limited to gasoline, oil, or any fuel-based product, or offer services or solicit funds from the public at the Airport for any purpose, or post, distribute or display signs, advertisements, handbills, circulars, printed or written matter at the Airport, except upon terms and conditions prescribed by the County, including obtaining any prior written authorization or permit as may be required.

No person(s), firm(s) or corporation(s) shall be given any exclusive rights, as defined by the FAA, for the conduct of commercial aeronautical services at the Airport.

## **2. DEFINITIONS**

### **A. Aircraft**

**(1) Aircraft** - any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, light sport aircraft (LSA), powered lift aircraft, balloon, or blimp.

**(2) Air Charter or Taxi** - the commercial operation of providing air transportation of person(s) or property for hire either on a charter basis or as an air taxi operator.

**(3) Aircraft Fuel** - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine.

**(4) Aircraft Operation** - an aircraft arrival at, or departure from, the airport.

**(5) Aircraft Owner** - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.

**(6) Aircraft Parking and Storage Areas** - those hangar and apron locations of the Airport designated by the County for the parking and storage of aircraft.

**(7) Aircraft Rental** - the commercial operation of renting or leasing aircraft to the public for compensation.

**(8) Aircraft Sales** - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

**(9) Airport Reference Codes** – *FAA Advisory Circular 150/5300-13 Airport Design* defines the Airport Reference Code (ARC) as “a coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to use the airport.” The ARC is used to determine design dimensions for the various separation and safety standards, Runway Protection Zone and Object Free Zone dimensions, surface gradients, and threshold siting standards.

**(10) Based Aircraft** - an aircraft which the owner physically locates at the airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**B. General**

**(1) *Aeronautical Activity*** - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

**(2) *Airframe and Powerplant Maintenance*** - the commercial operation of providing airframe and powerplant services, which includes the service, repair, maintenance, inspection, construction, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43. This category of service also includes the sale of aircraft parts and accessories.

**(3) *Airframe and Powerplant Mechanic (A&P)*** – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings as authorized and described in 14 CFR Part 65.

**(4) *Airport*** - all of the sponsor-owned or leased real or personal property, buildings, facilities and improvements within the boundaries of said Airport, as it presently exists or as it may exist when it is hereafter modified, expanded, or developed. “Airport” includes all of its facilities as shown on the most current Airport Layout Plan.

**(5) *ALP*** - the currently approved Airport Layout Plan depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, nav aids, etc.

**(6) *Commercial Aeronautical Activity*** - the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt. A commercial business activity that involves, makes possible, or is required for the operation OF aircraft, or which contributes to or is required for the safety of aeronautical operations.

**(7) *Commercial Aeronautical Service Provider (Operator)*** - a person, firm, corporation, or other entity, which makes possible, or is required for the operation of aircraft or related services, or which contributes to, or is required for the safe conduct and utility of aircraft operations at the Airport, the purpose of such activity being to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished. A Commercial Aeronautical Service Provider (Operator) can be classified as either a Fixed Base Operator (FBO) or else a Specialized Aviation Service Operation (SASO), as defined below. Each Commercial Aeronautical Service Provider shall, at the time of application submitted to the County, clearly identify which designation it is applying for. Any existing Commercial Aeronautical Service Provider at the Airport that chooses to change its existing designation shall submit a new application to the County and obtain the County’s approval in writing prior to changing its designation.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**(8) Exclusive Right** - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. The County may not grant an exclusive right either by express agreement, contract, license, lease, permit, or by the imposition of unreasonable standards or requirements, or by any other means.

**(9) General Aviation** - all phases of aviation other than military aviation and scheduled certificated commercial air carrier operations.

**(10) Hazardous Material** - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, board, or agency.

**(11) Minimum Standards** - the qualifications or criteria, which may be established by The County, the Airport owner, as the minimum requirements that shall be met by businesses engaged in commercial aeronautical activities for the right to conduct those activities.

**(12) Special Events** – special event at the Airport is defined as any activity that does not occur on a regular basis in the course of its normal operation. Special Events and include but are not limited to activities such as airshows; aircraft fly-ins that are advertised and promoted as events on (a) designated day(s); carnivals and/or festivals; fireworks displays; car shows; flea markets; running races; and any other special event as may be designated by the County. No person(s), non-profit organization(s), company(ies), or corporation(s) shall schedule, advertise, or hold a Special Event without prior written approval from the County.

### **C. Governmental**

**(1) Airport Manager** – The County may at its discretion designate a duly authorized representative to serve as airport manager and administer and manage operations of the Airport and Airport facilities.

**(2) FAA** - the Federal Aviation Administration as established in 1967 within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

**(3) FAR** - the Federal Aviation Regulations as published by the FAA that governs the operation of aircraft, airways, and airmen. Compliance with the FARs is mandatory. In 1996, all references to the FARs were changed to “14 CFR” (Title 14 of the Code of Federal Regulations).

### **D. Fueling**

**(1) Fueling or Fuel Handling** - the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft, vehicles, or equipment including storage tanks.

**(2) Fuel Storage Area** - any portion of the Airport designated temporarily or permanently by the sponsor as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

(3) **Self-Fueling** - the commercial operation of an unmanned stationary fuel tank and dispensing equipment for general use via a card reader or other mechanism. This includes anyone utilizing this type of equipment to provide fuel for sale or reuse.

**E. Lease and Agreements**

(1) **Lease** - the written contract between the County and an Operator (Lessee) specifying the terms and conditions under which an Operator may occupy and operate from certain Airport facilities and/or property.

(2) **Sublease** - A written agreement, approved by the County, stating the terms and conditions under which a third party Operator leases space from a Lessee for the purpose of providing aeronautical services at the Airport.

(3) **Agreement** - the written agreement between the County and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid; and the right and obligations of the respective parties.

(4) **Permit** - administrative approval issued by the County or other governmental agency, to a person or company to conduct a commercial aeronautical activity, and provide such services, to based and transient aircraft, only from facilities and locations where such services are authorized.

(5) **Person** - an individual, corporation, firm, partnership, association, organization, and any other group acting as an entity, to conduct business on the Airport. Person includes a trustee, receiver, assignee or similar representative.

**F. Services**

(1) **Avionics Sales and Maintenance** - the commercial operation of providing for the sale, repair and service, or installation of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.

(2) **Fixed Base Operator (FBO)** - a full service commercial aeronautical service provider who is authorized to engage in the primary activity of aircraft refueling in addition to a minimum of two (2) of the following secondary activities: airframe and power plant maintenance, flight training, aircraft rental, aircraft charter or air taxi, avionics sales and service, and aircraft storage/hangar rentals.

(3) **Flight Training** - the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots licenses and ratings, as well as maintaining currency and upgrading licenses as stipulated by the FAA. Flight Training shall also include any portion of a flight between the Airport and other airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency and currency.

(4) **Flying Club** - a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment.



**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

The club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain, and replace the aircraft.

**(5) Preventive Aircraft Maintenance** - maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, except for Item 22 in the Regulation. Item 22 involves the replacement of prefabricated fuel lines, and shall, for purposes of these regulations, be considered a major aircraft repair.

**(6) Self-Service** – aircraft refueling, repair, preventive maintenance, towing, adjustment, cleaning, and general services performed by an aircraft owner or his/her direct employees on his/her aircraft with resources supplied by the aircraft owner.

**(7) Specialized Aviation Service Operation (SASO)** - a commercial aeronautical service provider that is authorized to provide at least one but not more than any two commercial aeronautical services according to established Minimum Standards. Examples of a SASO include but are not limited to the following commercial aeronautical activities: flight and ground training; aircraft maintenance; air charter or taxi; avionics sales and maintenance; aircraft rental; aircraft sales; aircraft storage. Each commercial aeronautical business that is designated a SASO by the County shall meet the appropriate Minimum Standards for each commercial service provided.

**G. Infrastructure**

**(1) Airport Operations Area or AOA** - the area of the Airport used for aircraft landing, takeoff, or surface maneuvering including the areas around hangars, navigation equipment, and communication facilities.

**(2) Roadway** - any street or road whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

**(3) Taxilane** - the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage area.

**(4) Taxiway** - a defined path established for the taxiing of aircraft from one part of the Airport to another.

**(5) UNICOM** - a two-way communication system operated by a non-governmental entity that provides airport advisory information.

**(7) Vehicle Parking Area** - any portion of the Airport designated and made available temporarily or permanently by the County for the parking of vehicles.

**(8) Common Area** – The designated areas of the Airport that are available for public access that are not located within a leasehold boundary.

**(9) Transient Aircraft Parking** – the area designated by the County for transient aircraft parking.

**3. APPLICATION REQUIREMENTS**

The prospective commercial aeronautical service provider (Operator) shall submit in written form to the County or its designee, the following information at a minimum and, therefore, such additional information as it may be requested by the County or its designee.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

1. The proposed nature of the business. A business plan may be used to express the proposed nature of the business. (Appendix B stipulates the requirements for an adequate business plan).
2. The signatures and legal names of all parties whose names are being submitted as owning an interest in the business or will appear on leases or other documents as being a partner, director or corporate officer and those who will be managing the business.
3. The name, telephone number and address of the primary contact person.
4. The current financial statement prepared or certified by a Certified Public Accountant.
5. A listing of assets owned, or being purchased, or leased which will be used in the business on the Airport.
6. A current credit report for each party owning or having 5 percent or more financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.
7. An agreement to provide a bond or suitable guarantee of adequate funds to the County, if requested by the County, to be used to defray any expenses and fees normally paid by the Lessee between the estimated time the Lessee may default and a new lease is executed and another Lessee takes over.
8. A written authorization for the FAA, any aviation or aeronautics commissions, administrators, and departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant will execute such forms, releases, or discharges as may be required by those agencies.
9. Preliminary plans, specifications and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate Review Procedures and the County requirements.
10. Proof (copy or insurance company letter of intent) of liability coverage for the business operation, flight operations, itinerant aircraft and Operators and premises insurance.
11. The number of persons to be employed including names and qualifications of management or supervisory personnel and whether they are to be full or part time employees.
12. Such other information as the County may require.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**A. County Action on Application**

All complete applications will be reviewed and acted upon by the County within 120 days from the receipt of the application. Applications may be denied for one or more of the following reasons:

1. The applicant does not meet qualifications, standards and requirements established by these Standards.
2. The applicant's proposed operations or construction will create a safety hazard on the Airport.
3. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to The County.
4. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.
5. The proposed operation, Airport development or construction does not comply with the approved Airport Layout Plan.
6. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present fixed base operator on the Airport, such as problems in connection with aircraft traffic or service, or preventing free access and egress to the existing fixed base operator area, or will result in depriving, without the proper economic study, an existing fixed base operator of portions of its leased area in which it is operating.
7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, has a record of violating the Rules, or the Rules and Regulations of any other Airport, Civil Air Regulations, Federal Aviation Regulations, or any other Rules and Regulations applicable to this or any other Airport.
9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the County or any lease or other agreement at any other airport.
10. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the County to provide and maintain the business to which the application relates and to promptly pay amounts due under the County's lease.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

11. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.

12. The applicant has failed to make full disclosure in the application or supporting documents.

13. The applicant has committed any crime, or violated any local ordinance rule or regulation, which adversely reflects on its ability to conduct the FBO operation applied for.

**4. GENERAL REQUIREMENTS**

**A. Written Agreement**

Prior to the commencement of operations or construction of improvements, the prospective Operator will be required to enter into a Written Agreement with the County which will recite the terms and conditions under which it will operate its business on the Airport. Such Agreement shall include, but not be limited to, the terms of the Agreement, the rentals, fees and charges, the rights, privileges, duties and obligations of the respective parties and other relevant covenants. It should be understood that neither the conditions contained in this paragraph nor those set forth in Section II, Schedule of Minimum Standards and Requirements, represent a complete recitation of the provisions to be included in the written Agreement. Such contract provisions, however, will not change or modify the Standards and requirements or be inconsistent therewith except under extraordinary circumstances with approval by the County.

**B. Site Development Standards**

Physical Facilities shall include the following as a minimum:

**1. Land**

The commercial aeronautical activity shall be based upon an area of land for each aircraft which the proposed operation intends to service, provide, park, store or otherwise handle.

The size of such land area shall be defined as provided in FAA Advisory Circulars, as amended from time-to-time, for each aircraft to be serviced, parked, provided, operated, stored or otherwise handled.

**2. Buildings and Structures**

Buildings and structures shall be of sufficient size and type of construction to provide competitive business conditions for the various types of services included in the scope of operations. All buildings and structures shall be maintained and serviced in a condition specifically agreed to in writing between the Operator and the County. The County or its designee shall be responsible for inspecting said buildings and structures and determining that these standards have been enforced. Temporary buildings and structures will be allowed only upon written approval of the County under extraordinary circumstances and

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

then only for a specific period of time during which the permanent building or structure is being completed.

**3. Support Areas**

Land and improvements for automobile and ground equipment parking, mobility and pedestrian access for the Operator's employees, customers, vendors and other users shall be sufficient in size for the safe and convenient uses required in the scope of operations and to provide competitive business conditions.

**4. Conditions of Improvements**

All construction, improvements, and installations shall be subject to applicable federal, state, county, municipal laws, ordinances, codes, rules, and regulations in addition to the standards required by the County or contained in the Written Agreement with the County.

**5. Maintenance Responsibilities**

The Operator shall, at its sole cost and expense, maintain, repair, and keep in good condition all of the facilities which are located on and within their designated leasehold area, as herein described. Unless otherwise stipulated in writing, the County, as Airport owner and sponsor, is responsible for the maintenance of all property and facilities not located in designated leasehold areas, and it is also responsible for the replacement of facilities located on leasehold property that have reached the end of their useful life or otherwise require replacement. However, the County is not responsible for replacing any facility or property located on or in a designated leasehold area that was constructed by the Lessee.

- a. Operator shall maintain pavement, landscaping, greenbelts, lighting, and all equipment.
- b. Operator shall maintain the interior and exterior of all improvements, to include electrical, mechanical, plumbing, fire protection system(s), roof, floors, load-bearing and exterior walls, utilities, and HVAC system(s).
- c. Operator shall clean snow, ice, debris, and trash from driveway, taxiways, aprons, greenbelts and sidewalks on and in designated leasehold areas to maintain safe, clear, unobstructed access to the improvements at all times for authorized users and emergency vehicles.
- d. Operator shall maintain all hangar and overhead doors and door operating systems, including weather stripping and glass replacement.
- e. Operator shall maintain electrical loads within the designed capacity of the system. Any change to such designed capacity will require the prior written consent of the County.
- f. Operator shall install and maintain hand-held fire extinguishers in the interior of all buildings, aircraft shops, aircraft parking and tie-down areas, and fuel storage areas, pursuant to fire and safety codes.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

g. Operator shall have the necessary utility meters installed, as required by the utility company(s), at Operator's expense. Operator shall pay all utility charges, including, but not limited to, electricity, water, wastewater, natural gas, and telephone. Operator shall maintain and repair all utility service lines and fixtures, including lighting fixtures, on or in the Operators' leasehold area to the extent the utility company providing such utility service does not perform such maintenance or repair.

h. Operator shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the Airport of all trash, garbage and other refuse which results from Operator's business operations, including receptacles for the deposit of such trash, garbage and other refuse.

i. Operator will not permit any action on the premises that has an adverse effect, or interferes with the proper function of any drainage system, sanitary sewer system, or any facility provided for the operation or protection of the Airport,

j. Operator will not permit any action on the premises that has an adverse effect on any known environmental condition on the Airport.

k. The Operator shall install fire alarm devices within the premises as required by the current building and/or fire code as appropriate, or as required by the County, and such devices shall be connected to the County police and/or fire operation center.

**C. Personnel and Equipment**

The Operator shall have in its employment and on duty during the required operating hours, trained personnel in such numbers as required to meet the minimum operation standards set for each category in an efficient manner and for competitive business conditions. Personnel shall carry valid in-force licensing, certificates, ratings, or permits as required by any governmental regulatory agencies for the type of aeronautical services which those personnel perform.

All equipment and trade fixtures used by the Operator shall be of efficient numbers, models and in good repair and order so as to provide efficient service for the various types of aeronautical services to be provided under the scope of operations.

**D. Insurance**

**1. Construction and installation**

Before commencing any improvement and equipment installation on or about the leased or assigned premises, the Operator shall submit an insurance certificate on a form and in a manner that is prescribed by and is acceptable to the County, and also require that its contractors or sub-contractors procure and maintain insurance acceptable to the County during the life of such construction or installation contract which will protect the contractor, the sub-contractor(s), the Operator, and the County for limits to be determined by the County prior to such construction or installation. The Operator shall require its

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

contractor(s) or subcontractor(s) to provide certificates of insurance to the Operator and to the County in a manner and form acceptable to the County prior to commencement of construction or installation.

**2. Liability insurance**

Prior to commencement of any operations on the Airport, the Operator shall submit an insurance certificate on a form and in a manner that is prescribed by and that is acceptable to the County. Operator shall also procure from insurance underwriters, satisfactory to the County, a standard policy (or policies) of insurance protecting both the Operator and the County against public liability and property damage. The list of minimum insurance requirements is presented in Appendix A. The Operator shall furnish such comprehensive or broad form policy(s) providing combined single limit liability for bodily injury or death and property damage in a minimum amount of \$5.0 million. Each designated SASO is required to provide a minimum of \$1.0 million coverage. Coverage shall be provided for the following as set out in the Standards and requirements as appropriate:

- a. Automobiles.
- b. Premises operations.
- c. Independent contractors working for Operator.
- d. Products liability.
- e. Hangar keeper liability.
- f. Aircraft and passenger liability.
- g. New York State Worker's Compensation

The providing of the above insurance coverage by the Operator shall in no way limit the liability of the Operator.

The Operator shall furnish to the County a certificate from the insurance carrier showing such insurance to be in full force and effect through the term of the written Agreement. Such insurance certificates shall specifically state that no changes in coverage provided or cancellation of the policies shall be made without at least thirty (30) days advance notice to the County.

**3. Property Insurance**

The Operator shall keep insured with responsible insurance underwriters all leasehold improvements to the extent of not less than one hundred percent (100%) of the full insurable value against damage or loss by fire and other risks which are or shall be customarily covered under standard policies of fire insurance with extended coverage endorsement issued in the State of New York. Such policy(ies) shall name the Operator the insured and the County as additional insured as their respective interests may appear.

The Operator shall forward to the County certificates of such insurance issued evidencing the existence of valid policies, which certificates shall state the coverage will not be amended so as to decrease the protection below the requirements specified or be subject to cancellation without at least thirty (30) days prior written notice to the County. Such insurance coverage shall in no way limit the liability of the Operator for replacement of



**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

improvements.

In the event the Operator's business should, for any reason, cause the County to increase its own insurance coverage, the Operator will reimburse the County for any additional costs resulting from such increased coverage.

**E. Motor Vehicles**

Any motor vehicle transportation or service provided by the Operator on the Airport shall be performed in strict compliance with airport rules and regulations, applicable federal, state and municipal laws, ordinances, codes or other similar regulatory measures, now in existence or as may be modified or amended.

**F. General Agreement Clauses**

In addition to provisions specific to the individual commercial aviation operation, the written Agreement between the Operator and County will contain the following:

**1. Non-discrimination**

The Operator will be required to operate its business for the use and benefit of the public, giving fair, equal and non-discriminatory service and sales to all users regardless of race, color, creed or national origin.

The Operator will be allowed to give non-discriminatory discounts, rebates, or other similar-types of price reductions to volume purchasers.

The Operator will conduct its business *in* compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

**2. Hazardous Materials**

The Applicant shall handle, use, store and dispose of all hazardous substances, materials and wastes in accordance with all applicable laws, rules, and regulations.

**3. Licenses and Certificates**

An Applicant shall have in its possession currently valid licenses and permits as shall be necessary or required for the conduct of the desired Aeronautical Activity at the Airport, and shall retain all such licenses and permits in an active status at the Applicant's own expense. In the event any necessary licenses or permits expire or become otherwise invalid, the Applicant's authority to conduct the related Aeronautical Activity shall be automatically rescinded by the County.

**4. Identification**

All personnel, when within the AOA shall display appropriate identification and present such identification upon request by the FAA, the County and its designees, or law enforcement agencies.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**5. Storage Areas**

No aircraft shall be parked, stored or repaired at the Airport except in areas designated by order of the County for such use. Violations may result in the offending aircraft being removed by the County and impounded until unpaid towing, storage and other charges are paid.

**6. Right of Inspection**

The County shall at all times upon reasonable notice (except in the case of an emergency for which no notice shall be required) be entitled to enter premises used by an Applicant for the purpose of inspecting the premises and the Applicant's operations and determining compliance with these Standards and other applicable laws and regulations.

**7. Accident Reports**

The owner/Operator of any aircraft involved in an accident and any Applicant involved in or observing an accident, whether or not causing personal injury or property damage, at the Airport shall promptly (2 hours or less) report the accident to the County Sheriff.

**8. Cumulative Rights**

These Standards shall be in addition to any terms, conditions and covenants imposed on any Person under an agreement with the County, any permit or license or under applicable law, and the rights and remedies of the County hereunder and under these Standards shall be cumulative.

**9. Termination**

The County reserves the right to terminate all or any part of the rights and privileges granted to an Operator upon the failure of said Person to observe the terms and conditions of these Standards and to exercise any rights and remedies available at law, or under any applicable agreement in connection with any such failure.

**10. Environmental**

All FBOs, SASOs, persons, parties, firms and corporations operating on the Airport must comply with all applicable federal, state and local environmental requirements as they exist and may be amended from time-to-time. In particular, all Operators must comply with appropriate NY DEC regulations and procedures on the Airport, including operating solely on Airport pavement, unless specifically authorized to do so otherwise, and also avoid areas where there is Blue Lupine.

**11. Aircraft service by Owner or Operator of Aircraft**

No right or privilege will be granted by an Operator which will prevent any person(s), firm(s) or corporation(s) operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. If such services are performed in designated leasehold areas, then aircraft owners will coordinate with the appropriate lessee (Operator) to maximize safety and avoid physically interfering with the Operators'

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

conduct of their business.

**12. Non-exclusive rights**

Nothing shall be contained within the Agreement which may be construed to grant or otherwise authorize the granting of any exclusive right to the Operator.

**13. Airport Development**

The County has the right to further develop and improve the Airport, its property, improvements and facilities as the County deems appropriate to the public interest, and shall have no responsibility to the Operator for any loss of business which might be caused by such development of improvement.

**14. War or National Emergency**

During time of war or national emergency as declared by the federal government, the County may be required to make available the land area or any part thereof at the Airport to the United States government for its use; and, in such eventuality, the provisions of the written Agreement with the Operator, insofar as they are inconsistent with the conditions of such government operation, shall be suspended.

**15. Subordination**

The written Agreement shall be subordinate to the provisions of any existing or future Agreements between the County and the United States relative to the operation, maintenance or development of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds at the Airport.

**16. Through the Fence Operation**

Except as may be specifically designated elsewhere in these Standards, no off-airport aircraft, aviation technicians, flight instructors, commercial pilots, or other person(s) or company(ies) are authorized to enter the airport from an adjacent parcel of land, or from a parcel in close proximity to the Airport, for the purpose of performing any commercial aeronautical activity at the Airport without fully complying with these Standards and a prior Written Agreement with the County.

**17. Airport obstructions**

The County has the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the County, would limit the usefulness of the Airport or constitute a hazard to air navigation.

**18. Compliance with laws and payment of taxes**

The Operator shall at all times comply with the Airport Rules and Regulations, federal, state, county and municipal laws, ordinances, codes or other regulatory measures, now in existence or as may be hereafter modified or amended, applicable to the specific type of operation contemplated by it. The Operator shall procure and maintain during the term of the Agreement all licenses, permits and other similar authorizations required for the con-

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

duct of its business operations. The Operator shall pay all taxes resulting from its operation at the Airport.

**19. Indemnity**

The Operator shall be required to hold the County harmless from and against all suits, claims, demands, actions, and/or causes of action of any kind or nature in any way arising out of or resulting from its tenancy, operations and activities at the airport and shall pay all expenses in defending any claims against the County resulting from its operations.

**20. Assignment and Subletting**

The Operator may not assign or sublet any portion of the operations, activities or premises without having obtained the prior written consent of the County.

**21. Rentals Redetermined**

All rentals, fees and other charges shall be redetermined by the County. The written Agreement shall contain other pertinent, detailed provisions, clauses and covenants which will be consistent with the individual scope of operations as proposed by the individual Operator.

**5. NOTIFICATION OF COMPLAINTS AND/OR DISPUTES**

1. Any complaint and/or dispute against an Operator on the Airport for violation of federal, state or county rules, regulations, Standards, or the terms of a Negotiated Lease Agreement, shall be filed in writing to the County. Information required at a minimum includes date, time, facts, and other pertinent information concerning the nature and status of the complaint and/or dispute and the parties involved.
2. If the reported infraction is related to County rules, regulations, or Standards, the County will investigate the complaint and make recommendations.
3. In the case of a dispute relating to a Negotiated Lease, the County will recommend an action to the Saratoga County Department of Public Works, which will review and serve final judgment on the reported infraction.

**6. MISCELLANEOUS**

A Fixed Base Operator (FBO) must provide aircraft fueling as well as two additional commercial aeronautical services covered by these Standards and requirements as described in Section II, below. A Specialized Aviation Service Operation (SASO) can provide one, but in no case more than two commercial aeronautical services. The minimum requirements vary dependent upon the nature of the individual services in such combination, but will not necessarily be cumulative in all instances, including staffing. Because of these variables, the applicable Standards for combinations of services will be discussed with the prospective Operator at the time of application or otherwise during negotiations.

**MINIMUM STANDARDS**  
**SARATOGA COUNTY AIRPORT, NY**

---

Those provisions notwithstanding, the County requires that each Operator that provides one or more aeronautical services at the Airport, except where specifically noted otherwise below, have at least one person on duty at the Airport at all times when the Operator is open for business. Designated SASO's are exempt from the staffing requirement.

In the event that one or more commercial aeronautical service provider(s) propose in the future to add or provide services which the present Standards do not address, then revised or new Standards will be drafted so as to govern the proposed aeronautical services.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**SECTION II  
SCHEDULE  
OF  
MINIMUM STANDARDS AND REQUIREMENTS  
FOR  
COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES  
AT  
SARATOGA COUNTY AIRPORT, NEW YORK**

**1. AIRCRAFT SALES (NEW AND/OR USED)**

**A. Definition**

An aircraft sales Operator is a person(s), firm(s) or corporation(s) engaged in the retail or wholesale sale of new and/or used aircraft through franchises or licensed dealership or distributorship of an aircraft manufacturer; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold.

**B. Minimum Standards**

**Site Development:**

The Operator shall conduct its business on the Airport from premises which must include the following minimum:

- Sufficient land to provide for outside display and storage of aircraft.
- Sufficient building to provide space for office, customer lounge, restrooms and telephone facilities for employee and customer use.

**Aircraft Repair and Servicing**

The Operator shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with another FAA certified repair shop Operator at the Airport.

**Inventory**

The Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The Operator shall have available, or on call, at least one (1) fully-assembled demonstrator aircraft. The Operator shall establish an inventory of all new and used aircraft which it has for sale regardless of whether the aircraft is owned by the Operator and offered for sale or whether the aircraft is left with Operator for sale on consignment or other arrangement. This inventory shall be up-to-date and current at all times to show the addition of for-sale aircraft and the deletion of aircraft sold from such inventory. The Operator shall be required to provide a perpetual

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

inventory report to the County on request.

**Insurance**

The Operator under this category shall be required to provide the following types of insurance in the limits specified by the County from time to time:

- Aircraft liability
- Comprehensive public liability and property damage
- Hangar keepers liability
- Products liability
- Motor vehicles liability
- New York State Worker's Compensation

**Hours of Operation**

The Operator shall have its premises open and services available to the public at least eight (8) hours daily during normal business hours, five (5) days a week.

**Personnel**

The Operator shall have in its employ, and on duty during the minimum required operating hours, trained personnel in such numbers as are necessary to meet the Standards and requirements set forth in an efficient manner, but shall never have less than one (1) person on duty..

**2. AIRCRAFT MAINTENANCE SERVICE: AIRFRAME AND POWERPLANT**

**A. Definition**

An aircraft engine and airframe maintenance and repair Operator is a person(s), firms, or corporation(s) providing one, or a combination of, airframe and power plant overhaul and repair services. This category shall include the non-exclusive right, but not the requirement, for the sale of aircraft parts and accessories.

**B. Minimum Standards**

**Site Development**

The Operator shall conduct its business on the Airport from premises which must include the following at a minimum:

- Sufficient land to provide for outside parking, storage and mobility of aircraft.
- Sufficient building to provide floor space for airframe and power plant maintenance and repair services which meet all local and state industrial code requirements and space for offices, customer lounge, telephones, restrooms for employee and customer use.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**Services**

The Operator shall provide sufficient equipment, supplies and availability of parts equivalent to that required for certifications by an FAA approved repair station but not necessarily requiring certification as an approved repair station.

**Insurance**

The Operator under this category will be required to provide the following types of insurance in the limits specified by the County from time-to-time:

- Aircraft liability
- Comprehensive public liability and property damage
- Hangar keepers liability
- Products liability
- Motor vehicle vehicles liability
- New York State Worker's Compensation

**Hours of Operation**

The Operator shall have its premises open and services available at least eight (8) hours daily during normal business hours, five days a week.

**Personnel**

The Operator shall have in its employ, and on duty during the required operating hours, trained personnel in such numbers as are required to meet the Standards and requirements as set forth in an efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed and who holds a airframe, powerplant, or an aircraft inspector (AI) rating.

**3. AIRCRAFT RENTAL**

**A. Definition**

An aircraft rental Operator is a person(s), firm(s), or corporation(s) engaged in the rental or leasing of aircraft to the public for operation by the public.

**B. Minimum Standards**

**Site Development**

The Operator shall conduct its business on the Airport from premises which must include the following at a minimum:

- Sufficient land to provide for outside parking, storage and mobility of aircraft.
- Sufficient building to provide floor space for offices, customer lounge, restrooms and telephone facilities for employee and customer use.



**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**Services**

The Operator shall have available for rental or leasing, either owned or under written lease to Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of operation, but not less than one (1) certified and currently airworthy aircraft.

**Insurance**

The Operator under this category will be required to provide the following types of insurance in the limits specified by the County from time-to-time:

- Aircraft liability
- Comprehensive public liability and property damage
- Hangar keepers liability (if applicable)
- Motor vehicle vehicles liability
- New York State Worker's Compensation

**Hours of Operation**

The Operator shall have its premises open and services available at least eight (8) hours daily during normal business hours, five (5) days a week.

**Personnel**

The Operator shall have in its employ, and on duty during the required operating hours, trained personnel in such numbers as are required to meet the Standards set forth in an efficient manner, but never less than one (1) person.

**4. FLIGHT AND GROUND TRAINING**

**A. Definition**

A flight training Operator is a person(s), firm(s), or corporation(s) engaged in instructing pilots in dual and solo flight training in fixed and/or rotary wing aircraft, and also provides such related ground school instruction as is necessary preparatory to taking the written examination and flight check ride for the FAA designated Categories and Classes of pilots' licenses and ratings involved, as well as maintaining currency and adding additional ratings as defined by FAA.

**B. Minimum Standards**

**Site Development**

The Operator shall conduct its business on the airport from premises which must include the following at a minimum:

- Sufficient land to provide for outside parking, storage and mobility of flight training aircraft.
- Sufficient building to provide floor space for offices, classrooms, briefing room, pilot lounge, restroom and telephone facilities for

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

employees and customer use. Operator will provide and maintain sufficient space and facilities to meet the applicable requirements of Federal Aviation Regulation Part 61 and/or FAR Part 141, or any other applicable federal regulation, as appropriate.

**Services**

The Operator shall have available for use in flight training, either owned or under written lease to Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than one (1) aircraft based at the Airport. If other aircraft are needed for flight training, the Operator will have an agreement in writing to obtain such aircraft on an “as needed” basis within a reasonable time frame. Such aircraft will meet all applicable FAA requirements for the type of flight training offered.

The company shall have on a full-time basis at least one FAA certified flight instructor (CFI) who has been and is currently properly certificated by the FAA to provide the type of training offered.

**Insurance**

The Operator under this category will be required to provide the following types of insurance in the limits specified by the County from time-to-time:

- Aircraft liability
- Comprehensive public liability and property damage
- Flight school/FBO liability
- Hangar keepers liability (if applicable)
- Motor vehicle liability
- New York State Worker's Compensation

**Hours of Operation**

The Operator shall have its premises open for services available at least eight (8) hours daily during normal business hours, five (5) days a week.

**Personnel**

The Operator shall have available at least one (1) flight instructor who is currently certificated by the Federal Aviation Administration and who meets all current federal aviation regulations to provide the type of flight training offered.

**5. AVIATION FUEL AND OIL SALES: (Line services, aircraft fuels and oil dispensing)**

**A. Definition**

A line service Operator is a person(s), firm(s) or corporation(s) who engages in the sale, storage, and dispensing of recognized brands of aviation fuels, lubricants, and other related petroleum products as well as providing servicing of aircraft, including ramp assistance and the parking, hangar storage and tiedown of aircraft within its premises.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**B. Minimum Standards**

**Site Development**

The Operator shall conduct its business on the airport from premises which must include the following minimum:

- Sufficient land to provide outside aircraft fueling, parking, storage and mobility of aircraft and ground service equipment (GSE).
- Sufficient building space to provide for office, customer lounge, restrooms, and telephones for both customer and employee uses.
- Sufficient land for permanent above ground fuel storage tanks, and other fueling systems as may be specified by the County, and which also meet all appropriate building and fire codes.

**Service and Equipment**

The Operator shall provide an adequate supply of fuel on hand at all times of at least two (2) grades of fuel which shall be 100LL avgas and Jet A fuel. The County may, at its sole discretion, allow a change in the type of fuel provided at the Airport if specifically requested by an Operator. In conjunction therewith, Operator providing gas sales shall provide adequate above ground fuel storage facilities that meet all federal, state and county requirements, with the capacity of not less than 10,000 gallons for each grade of fuel. Operators can not use mobile fuelers as permanent or long term fuel storage facilities. However, Operators can use mobile fuelers to transfer fuel from storage tanks to aircraft.

The Operator may also provide such minor repair service not requiring a certificated aircraft mechanic to aircraft as can be performed efficiently on the ramp or other apron parking area, but only within the premises leased, assigned or occupied by the Operator or upon such other areas as the County may authorize.

The Operator shall procure and maintain vehicles such as mobile fuelers, etc., tools, jacks, towing equipment, tire repairing equipment, energizers and starters, heaters and fire extinguishers, as appropriate and necessary for the fueling and servicing of general aviation aircraft and other commercial aviation aircraft using the Airport. All equipment shall be maintained and operated in accordance with appropriate federal, state and local codes, as well as standards and procedures promulgated by the applicable fuel supplier.

**Insurance**

The Operator under this category will be required to provide the following types of insurance in the limits specified by the County from time-to-time.

- Comprehensive public liability and property damage
- Products liability
- Hangar keepers liability (if applicable)

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

- Motor vehicle liability vehicles liability
- New York State Worker's Compensation

**Hours of Operation**

The Operator shall have premises open for aircraft fueling and oil dispensing service during at least the hours of 7:00 a.m. until dark, seven days a week, and at other times upon pre-arrangement with the County. Hours of operation may be amended by Operator if a 100LL avgas self-fueling tank and pump is available for public use on a 24 hour, 7 day per week basis. Operator shall be available to sell and service Jet A fuel to aircraft operators during the designated hours of operation.

**Personnel**

The Operator shall have in its employment and on duty during the required operating hours trained personnel in such numbers as are required to meet the Standards and requirements set forth in this category in an efficient manner.

**6. AVIONICS AND SPECIALIZED AIRCRAFT REPAIR SERVICES (Radios, propellers, instruments, and accessories)**

**A. Definition**

A specialized aircraft repair service Operator is a person(s), firm(s) or corporation(s) engaged in a business capable of providing a shop, or a combination of FAA certificated shops for the repair of aircraft radios, instruments, and accessories for general aviation aircraft. This category shall include the sale and repair of new and/or used aircraft radios, instruments, and specialized aircraft accessories.

**B. Minimum Standards**

**Site Development**

The Operator shall conduct its business on the airport from premises which must include the following at a minimum:

- Sufficient land to provide outside parking, storage and mobility of aircraft using the facility.
- Sufficient building to provide floor space to house all equipment, repair and maintenance space, offices, shop facilities, and restroom and telephone facilities for employees and customer use.

**Services**

The Operator shall obtain and maintain, as a minimum, the repair station certificates required by the Federal Aviation Administration (FAA) which are applicable to the operation(s) contemplated.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**Insurance**

The Operator under this category will be required to provide the following types of insurance in the limits specified by the County from time to time.

- Comprehensive Public Liability and property damage
- Hangar Keepers Liability (if applicable)
- Products liability
- New York State Worker's Compensation

**Hours of Operation**

The Operator shall have its premises open and services available at least eight (8) hours daily during normal business hours, five (5) days each week.

**Personnel**

The Operator shall have in its employment and on duty during the required operating hours trained personnel and licensed by FAA to provide the services being offered, in such numbers as are required to meet the Standards and requirements set forth in this category in an efficient manner.

**7. AIRCRAFT CHARTER AND AIR TAXI**

**A. Definition**

An aircraft charter and an air taxi Operator *is* a person(s), firm(s) or corporation(s) engaged in the business of providing air transportation of persons and/or property for compensation or hire, either on a charter basis or as an air taxi Operator, as defined in the Federal Aviation Act of 1958, or as said Act may be supplemented or amended from time to time.

**B. Minimum Standards**

**Site Development**

The Operator shall conduct its business on the airport from premises which must include the following at a minimum:

- Sufficient land to provide outside parking, storage and mobility of aircraft.
- Sufficient building to provide floor space for offices, customer lounge, restrooms and telephone facilities for employee and customer use.

**Services**

The Operator shall provide not less than one (1) multi-engine aircraft, equipped for and capable of use under instrument meteorological conditions (IMC), either owned or under written lease to the Operator, all of which must meet the requirements of the Federal Aviation Administration Air Taxi Commercial Operator Certificate as held by the Operator.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

The Operator shall provide services and equipment for checking in of passengers, handling of luggage, ticketing, and for furnishing or arranging for suitable ground transportation.

**Insurance**

The Operator under this category will be required to provide the following types of insurance in the limits specified by the County from time to time:

- Aircraft liability
- Comprehensive Public liability and property damage
- Hangar keepers liability (if applicable)
- Motor vehicle liability (if applicable)
- New York State Worker's Compensation

**Hours of operation**

The Operator shall have its premises open and services available at least eight (8) hours daily, five (5) days per week; and shall provide on-call service during hours other than the aforementioned.

**Personnel**

The Operator shall have in its employ on duty or on-call within a reasonable time frame availability during the required operating hours, trained personnel in such numbers as are required to meet the Standards set forth in this category in an efficient manner, but never less than one (1) currently Federal Aviation Administration certified commercial pilot with instrument rating and otherwise appropriately licensed, rated, and current to permit the flight activity offered by Operator.

The Operator shall provide reasonable assurance of a continued availability of qualified operating crews and approved aircraft within a reasonable or specified maximum notice period.

**Exemption**

Air taxi companies not based on the Airport, but who are providing aircraft charter and/or air taxi services to and from the Airport are exempted from these Standards. However, Operators that are not based at the Airport must meet all of the appropriate requirements stipulated by FAA to conduct such operations and provide such services at the Airport.

**8. SPECIALIZED COMMERCIAL FLYING SERVICES**

**A. Definition**

A specialized commercial flying services Operator is a person(s), firm(s), or corporation(s) engaged in air transportation for compensation or hire for the purpose of providing the use of aircraft for the activities listed below:

1. Non-stop sightseeing flights that begin and end at the Airport.
2. Aerial applications, including all forms of seeding and spraying

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

3. Banner towing and aerial advertising.
4. Aerial photography, filming, electronic news gathering, or aerial surveying.
5. Fire Fighting.
6. Emergency medical services (EMS)
7. Power line or pipe line patrol.
8. Construction support activities such as external lift, etc.
9. Aerial show and acrobatic teams and instruction therein.
10. Any other operations specifically excluded from 14 CFR 135 of the Code of Federal Regulations.

**B. Minimum Standards**

**Site Development**

The Operator shall conduct its business on the Airport from premises which must include the following at a minimum:

- Sufficient land to safely provide outside parking, storage and mobility of aircraft and support equipment.
- In the case of operations for aerial application or other commercial use of chemicals sufficient land to provide a centrally drained, paved area for aircraft loading, washing and servicing for the safe storage and containment of noxious chemical materials as well as parking spaces for tank trucks for mixing liquid spray and mixing liquids, such area to be designated by the County. The site must be in full compliance with all applicable environmental laws and regulations, and the Operator must ensure that the site remains in compliance at all times with said laws and regulations.

**Services**

The Operator shall provide and have based on its premises either owned or under written lease to Operator, not less than one (1) airworthy aircraft, suitably equipped for, and meeting all the requirements of the FAA and applicable regulations of the State of New York, with respect to the type of operations to be performed.

In the case of crop dusting or aerial application, the Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. The Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials.

**Insurance**

The Operator under this category will be required to provide the following types of insurance in the limits specified by the County from time to time:

- Aircraft liability
- Comprehensive public liability and property damage
- Special insurance coverage for the specific type of operation conducted (if applicable)
- Hangar keepers liability (if applicable)

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

- Products liability
- Motor vehicles liability (if applicable)
- New York State Worker's Compensation

**Hours of Operation**

The Operator must provide a point of contact through its office or by telephone for the public desiring to utilize Operator's services, at a minimum during the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday of each week.

**Personnel**

The Operator shall have in its employ trained personnel in such numbers as may be required to meet the Standards herein set forth in an efficient manner, but never less than one (1) person holding a current FAA commercial pilot certificate, properly rated for the aircraft to be used and the type of operation to be performed.

**9. AIRCRAFT HANGAR STORAGE**

**A. Definition**

An aircraft hangar storage Operator is a person(s), firm(s), or corporation(s) engaged in renting or leasing hangars to aircraft owners and/or operators.

**Site Development**

The Operator shall conduct its business on the Airport from premises which must include the following at a minimum:

- Sufficient land to accommodate the hangars as well as provide sufficient room for the mobility of aircraft to and from the hangars.
- Sufficient building to provide floor space for aircraft storage, and other related facilities if offered by Operator including but not limited to restrooms, office space, telephone, etc.

**Services**

The Operator shall provide hangars that meet all applicable federal, state, county, and local building and fire codes, and shall maintain the hangars and associated taxiways, taxilanes, and utilities in good working condition.

**Insurance**

The Operator under this category will be required to provide the following types of insurance in the limits specified by the County from time to time:

- Aircraft liability
- Comprehensive public liability and property damage
- Hangar keepers liability
- Motor vehicle liability (if applicable)
- New York State Worker's Compensation



**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**Hours of operation**

The Operator shall make its hangar(s) accessible to its customers (aircraft owners and operators) 24 hours per day, seven days per week, unless otherwise agreed to in writing with all hangar tenants.

**Personnel**

The Operator shall have in its employ on duty during the required operating hours, or on-call within a reasonable time frame, trained personnel in such numbers as are required to meet the Standards set forth in this category in an efficient manner.

**10. COMMERCIAL AVIATION SUB-OPERATORS**

**A. Definition**

A commercial Aviation Sub-Operator is a person(s), firm(s), or corporations engaged in any of the defined aeronautical services under a subleasing arrangement with another Commercial Aviation Operator at the Airport. All sub-leases are subject to the prior written approval of the County.

**B. Minimum Standards**

A commercial aviation sub-Operator shall conduct its business under the same Standards as an Operator for the individual aeronautical services chosen to be performed by the sub-operator.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**APPENDIX A**

**Minimum Insurance Policy Requirements**

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**INSURANCE**

<b>Type of Insurance</b>	<b>Minimum Limits<sup>3</sup></b>	<b>When Needed</b>
New York State	Statutory	Statutory
Workmen's Compensation		
General Aggregate Liability	\$5 million	Liability coverage
Aircraft Owner Liability:		For all owned or leased aircraft
Jet Aircraft	\$25 million	General liability
Turboprop Aircraft	\$10 million	
Charter Piston	\$2 million	
Other Piston	\$1 million	
Non-owned aircraft	\$1 million <sup>1</sup>	Flying non-owned aircraft (such as dual flight instruction, maintenance flights, ferry flights, pilot service, sales demonstrations)
Airport premises liability	\$1 million. Saratoga County named as additional insured.	Airport premises that are either owned or leased by tenant
Products and completed ops	\$1 million <sup>2</sup>	Aircraft Repair, or services, fuel, and oil sales, aircraft sales, avionics repair, aircraft parts, and manufacturing
Builders Risk	Only if project approved. Limit tied to project value/cost.	Construction projects
Contractual Liability	Saratoga County named as additional insured.	Hold Harmless and indemnification agreement is included in a lease
Property Insurance	Replacement value, but not less than \$500,000	Covers physical damage of leasehold premises damage to premises leased from the airport
Automobile Liability	\$1 million	Owned and non-owned licensed vehicles are driven on the airport premises
Chemical Liability	Statutory (minimum \$1 million)	Aerial applicators and fire bombers.
Environmental	Minimum \$1 million	Appropriate state and federal limits, and financial assistance.
Hangar keepers liability:		Covers physical damage of leasehold premises as well as aircraft stored in hangar regardless of ownership.
Each aircraft loss	\$ 750,000	
Each loss limit	\$1,500,000	
Deductible (ea aircraft)	\$ 7,500	

<sup>1</sup> Insurance liability limits for turbine powered aircraft will be higher, and appropriate to the type of aircraft owned and/or operated and type of operation being conducted

<sup>2</sup> Exemption: Designated SASO's are required to have \$1 million insurance coverage.

<sup>3</sup> Insurance limits may be renegotiated from time to time.

**APPENDIX B**

**Minimum Requirements for a Business Plan**

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

1. All services that will be offered at the Airport should be listed and confirmation of all required certification provided.
2. Amount of land or building space desired to lease at the Airport.
3. Building space that will be constructed at the Airport and the site and floor plan proposed.
4. Number of aircraft that will be provided for each service being offered.
5. Equipment and special tooling to be provided at the Airport.
6. Number of persons to be employed at the Airport.
7. Short resume for each of the owners (5% or more equity) and financial backers and supervisory personnel.
8. Short resume of the manager of the business (if different from “7” above) including this person’s experience and background in managing a business of this nature.
9. Periods (days and hours) of proposed operation at the Airport including a proposed holiday schedule (if applicable).
10. Amounts and types of insurance coverage to be maintained (can be no less than the minimums required by the County).
11. Financial projections for the first year by quarter and the succeeding 4 years annualized for the operation at the Airport.
12. Methods to be used to attract new business (advertising and incentives) at the Airport.
13. Amenities to be provided to attract business at the Airport.
14. Plans for physical expansion at the Airport, if business should warrant such expansion.

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

**APPENDIX C**

**Resolution 179-07 As Adopted by Saratoga County  
on August 21, 2007**

**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

8/21/07

RESOLUTION 179 - 07

Introduced by Supervisors M. Johnson, Connors, Gutheil, Hunter, Lucia, Raymond and Trottier

ADOPTING MINIMUM STANDARDS FOR  
THE SARATOGA COUNTY AIRPORT

WHEREAS, 2007 is the final year of the term of the leases at the Saratoga County Airport; and

WHEREAS, the terms and conditions of the leases incorporate the requirements of the “Minimum Standards and Requirements on the Conduct of Commercial Aeronautical Services and Activities of Saratoga County Airport, New York”; or Minimum Standards; and

WHEREAS, the Minimum Standards have not been updated for some time, and it is appropriate that they be updated to meet the present needs of the County in running the airport; and

WHEREAS, the Airport Subcommittee, with the assistance of our consultants, Jacobs, Edwards and Kelsey, have drafted new Minimum Standards for our airport; now, therefore, be it

RESOLVED, that the “Minimum Standards and Requirements of the Conduct of Commercial Aeronautical Services and Activities of Saratoga County Airport” annexed hereto, be and are hereby established, adopted and enacted as the Minimum Standards of the Saratoga County Airport, with the requirements for insurance coverage currently required by the leases of the airport to remain unchanged.

BUDGET IMPACT STATEMENT: No budget impact.

RES08-19-07

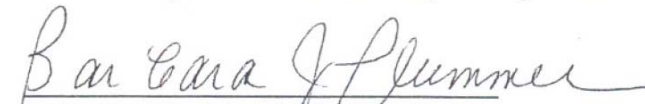
**MINIMUM STANDARDS  
SARATOGA COUNTY AIRPORT, NY**

---

STATE OF NEW YORK    )  
                                  )  
COUNTY OF SARATOGA )

I, Barbara J. Plummer, Clerk of the Board of Supervisors of Saratoga County, do hereby certify that the foregoing is a true copy, and the whole thereof, of a resolution duly adopted by the Board of Supervisors of said county, on the 21<sup>st</sup> day of August 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed hereto the official seal of said Board of Supervisors this 23<sup>rd</sup> day of August 2007.

  
Clerk of the Board of Supervisors  
Saratoga County, New York



APPENDIX C

PRIME GROUP HOLDINGS LLC - CERTIFICATE OF INSURANCE

--TO BE PROVIDED--

DRAFT

APPENDIX D

SARATOGA COUNTY BOARD OF SUPERVISORS RESOLUTION \_\_\_\_\_

--TO BE PROVIDED--

DRAFT



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

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

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

**DEPARTMENT:** Sewer District #1

**DATE:** 8/4/2022

**COMMITTEE:** Law & Finance

**RE:** Authorizing a transfer of \$4,000,000 of ARPA funds from the County budget to the sewer district budget to fund a portion of the Ammonia Removal Project

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorizing a budget transfer of \$4M in ARPA funds from the County's 2022 budget to Saratoga County Sewer District's 2022 Budget

3. Specific Details on what the resolution will authorize:

This resolution will authorize a budget transfer of \$4M in ARPA funds from the County's 2022 budget to Saratoga County Sewer District's 2022 Budget. The Sewer District is an integral part to continued growth in the county, including the new pending FAB 8.2 and this transfer of funds will help to ensure growth can continue while protecting the environment. Sewer Infrastructure is an approved expenditure of ARPA funds as well.

The sewer commission requested the \$4M unanimously at their 8/4 meeting.

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

County Attorney's Office  
Consulted

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

County Administrator's Office  
 Consulted

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

Revenue

Account Number	Account Name	Amount
ES.81-4089	Federal Aid-Other	\$4,000,000

Expense

Account Number	Account Name	Amount
ES.81.813-7095	Capital Equipment	\$4,000,000

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
		\$4,000,000	

5. Identify Budget Impact:

The budget will be amended to accept these funds and authorize the related expenses

- a. G/L line impacted
- b. Budget year impacted 2022
- c. Details

Budget impact statement "Funding will require an appropriation of \$4,000,000 utilizing ARPA funds"

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

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

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

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation

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

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

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted:  YES or  NO

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

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Program information summary

Copy of proposal or estimate

Copy of grant award notification and information

Other \_\_\_\_\_

10. Remarks:



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

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

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

**DEPARTMENT:** County Attorney

**DATE:** August 8, 2022

**COMMITTEE:** Law & Finance

**RE:** Champlain Hudson Power Express Project  
Host Community Agreement

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an Agreement with CHPE, LLC

3. Specific Details on what the resolution will authorize:

Authorizing the Chair of the Board to execute a Host Community Agreement with CHPE, LLC relative to the Champlain Hudson Power Express Project to provide for \$126 Million in Host Benefit payments over 30 years, commencing at construction completion.

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

County Attorney's Office  
Consulted

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

County Administrator's Office  
 Consulted

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

--

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



6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

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

Human Resources Consulted

N/A

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

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation

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

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

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

N/A

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

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

9. Supporting Documentation:

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

10. Remarks:

This Agreement will allow the County to provide leadership in determining how to distribute the host benefit payments to taxing jurisdictions which are impacted by the Champlain Hudson Power Express Project. The legislative determination by the Board regarding distribution formula will be made at a later date.

**CHAMPLAIN HUDSON POWER EXPRESS PROJECT**  
**HOST COMMUNITY AGREEMENT**

This **HOST COMMUNITY AGREEMENT**, dated as of August 16, 2022 (the “Agreement”), by and between the **COUNTY OF SARATOGA**, a municipal corporation organized under the laws of the State of New York (the “State”) with principal offices at 40 McMaster Street, Ballston Spa, New York (the “County”), and **CHPE LLC**, a limited liability company organized under the laws of the State having an office at 600 Broadway, Albany, New York (the “Company”),

**WITNESSETH:**

**THAT WHEREAS**, the Company submitted an application to the County of Saratoga Industrial Development Agency (the “Agency”) requesting that the Agency undertake a project (the “Project”) consisting of: (A) (1) the acquisition of an interest in the Company’s interest in certain parcels of land anticipated to be located in the Towns of Moreau, Northumberland, Wilton, Greenfield, Milton, Ballston and Clifton Park and in the City of Saratoga Springs, County of Saratoga, State of New York (collectively, as may be supplemented from time to time, the “Land”), (2) the acquisition of certain machinery and equipment, including two five-inch diameter high-voltage direct current (“HVDC”) transmission cables (the “Equipment”), and (3) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt (“MW”) HVDC electric transmission line and related infrastructure (the “Improvements”, and together with the Land and Equipment, the “Project Facility”), all of the foregoing for use by the Company as a portion of an electric transmission line from the U.S.-Canada border to New York City, (B) the lease of the Project Facility by the Agency back to the Company pursuant to a certain lease agreement dated as of August 1, 2022 (as amended or supplemented from time to time, the “Lease Agreement”) by and between the Agency, as landlord, and the Company, as tenant, and (C) the granting of “Financial Assistance” (as defined in the Act) with respect thereto in the form of exemptions from state and local sales tax, mortgage recording tax and real property taxes; and

**WHEREAS**, the Project Facility is the Saratoga County portion of a fully-buried, HVDC electric transmission line from the U.S.-Canada border to New York City (the “Transmission System”), which is anticipated to be constructed between 2022 and approximately 2025 (the period occurring prior to the Commercial Operation Date (as defined below), the “Construction Period”); and

**WHEREAS**, pursuant to Section 874(1) of the General Municipal Law, the Agency is exempt from the payment of general *ad valorem* real property taxes (“Real Property Taxes”) imposed upon real property and improvements under its jurisdiction, control or supervision; and

**WHEREAS**, by resolution dated August 16, 2022, the Agency granted the Financial Assistance with respect to the Project (“Agency Authorizing Resolution”); and

**WHEREAS**, pursuant to the Agency Authorizing Resolution the Agency will be entering into a straight-lease transaction (as such term is defined in the General Municipal Law) with the Company dated as of August 1, 2022 (the “Straight Lease Transaction”) pursuant to which the

Project Facility is exempt from Real Property Taxes; and

**WHEREAS**, in connection with the Straight Lease Transaction, the Lease Agreement sets forth terms relating to payments to the “affected tax jurisdictions” (as such term is defined in the General Municipal Law) within the County through which the Project Facility will be routed (the “Affected Tax Jurisdictions”); and

**WHEREAS**, the County and the Company desire to recognize the location of otherwise taxable improvements within the County by having the Company agree to make Host Community Agreement payments (“HCA Payments”) to the County pursuant to this Agreement; and

**WHEREAS**, the County Board of Supervisors has adopted a resolution dated August 16, 2022 (“HCA Resolution”) approving the terms of this Agreement; and

**WHEREAS**, the County understands and agrees that HCA Payments would not be owed during the Construction Period and that HCA Payments would commence pursuant to the terms of this Agreement after the date on which the Transmission System becomes commercially operational (the “Commercial Operation Date” or “COD”, as further defined in the Lease Agreement), and that the Lease Agreement will recognize this Agreement, have remedies tied to the Company’s performance of this Agreement, and call for an exemption from Real Property Taxes so long as the Company is not in default of this Agreement or the Lease Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

**Section 1. Representations and Covenants.**

Each of the parties, solely for itself, hereby represents and covenants that, as of the date of this Agreement:

a. It is duly organized, validly existing, and in good standing under the laws of the State and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

b. All necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms of this Agreement and applicable law.

c. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by it except such as have been duly obtained or made.

d. To the best of its knowledge, none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the

fulfillment of the terms and conditions hereof will (i) conflict with or violate any of its resolutions, or any of its formation documents, as amended, or of any restriction or any agreement or instrument to which it is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other agency or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any bond, indenture, or any other agreement or instrument to which it is a party or by which it or any of its properties or assets is bound.

e. To the best of its knowledge, there is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

f. To the best of its knowledge, the conduct of its business is in compliance with all applicable governmental approvals with respect to which a failure to comply, in any case or in the aggregate, would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

g. The HCA Resolution has not been modified or rescinded and is and shall remain in full force and effect as of the date hereof and during the Term hereof.

### **Section 2.1. Term.**

a. **Term and HCA Payment Years.** The term of this Agreement (the "*Term*") shall commence as of the later to occur of the date of this Agreement and the effective date of the Lease Agreement and shall expire on the last day of the last fiscal year of the County associated with the Lease Agreement. This Agreement shall provide for HCA Payments with respect to the first thirty (30) annual assessment rolls commencing with the first assessment roll following the COD Taxable Status Date (as defined below), as illustrated in the schedule in Exhibit A attached hereto (each an "*HCA Payment Year*").

b. **Notice of Commercial Operation Date.** Within thirty (30) days after the Company provides its commercial operation notice to the New York Independent System Operator, the Company shall provide notice to the County of the Commercial Operation Date. Commencement of HCA Payments shall depend on the Commercial Operation Date. The first March 1 taxable status date following the Commercial Operation Date shall be referred to as the COD Taxable Status Date ("*COD Taxable Status Date*").

### **Section 2.2. HCA Payments.**

a. **HCA Payments.** The Company shall make an HCA Payment to the County in the amount set forth on Exhibit A attached hereto for each HCA Payment Year during the Term.

b. Credits for Real Property Tax Payments. Any Real Property Taxes paid by the Company to any of the Affected Tax Jurisdictions with respect to the Project Facility or any portion thereof during the Term will be applied as a credit against HCA Payments due under this Agreement. No credit shall be given for any special assessments or special *ad valorem* taxes paid by the Company. If the Company desires to claim a credit against any particular HCA Payment due hereunder, the Company shall give the County prior written notice of its intention to claim a credit pursuant to the provisions of this Section, such notice to be given by the Company at least ten (10) days prior to the final date by which such HCA Payment must be paid hereunder. Such credit shall be applied against the next annual HCA Payment made to the County. To the extent the amount of Real Property Taxes paid by the Company to any of the Affected Tax Jurisdictions is greater than the next annual HCA Payment, the amount of the credit insufficiency shall be carried forward and applied to the next annual and future HCA Payment(s).

**Section 2.3. Due Dates, Invoices, and Late Payments.**

a. Due Dates. The first HCA Payment shall be due on or before the first January 31 following the COD Taxable Status Date. Thereafter, each annual HCA Payment shall be due on or before January 31 of the applicable HCA Payment Year, as illustrated in the schedule shown in Exhibit A attached hereto. Due to energy market conditions, among other reasons, the Company is not able to make any representations regarding when the Project Facility will be constructed and therefore when HCA Payments would actually commence. Notwithstanding anything to the contrary herein, the Company shall not be obligated to make HCA Payments for any period of time prior to the HCA Payment Year associated with and following the COD Taxable Status Date.

b. Invoices. At least twenty (20) days prior to the due date for an applicable HCA Payment Year, the County shall present an invoice to the Company stating the amount of the respective HCA Payment and the date when due.

c. Payee. Each annual HCA Payment shall be paid by the Company to the County at the following address:

County of Saratoga  
County Treasurer  
40 McMaster Street, Building #1  
Ballston Spa, New York 12020

d. Late Payments. If the Company shall fail to make any HCA Payment on or before the due date, the Company shall pay the same to the County, together with interest on the delinquent HCA Payment equal to one percent (1%) per month or fraction thereof until the HCA Payment and interest are paid in full.

### Section 3. Default.

a. Event of Default. Any one or more of the following events shall constitute an event of default under this Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

i. Failure of the Company to make HCA Payments by the due date; *provided, however*, that the Company, any affiliate (as such term is defined in Rule 12b-2 of the General Rules and Regulations under the Security Exchange Act of 1934) of the Company that is controlled by, controlling or under common control with the Company ("Affiliate"), and any and any person or entity providing equity financing for the Project Facility or the Transmission System ("Investor"), shall have an opportunity to cure such non-payment by paying the full amount of the HCA Payment, together with any interest thereon, within thirty (30) days of written demand for such payment;

ii. Failure of either party, or in the case of the Company, the Company, any Affiliate, or any Investor, to perform its obligations under this Agreement, other than the payment of HCA Payments, for a period of sixty (60) days after receipt of written notice from the other party specifying the nature of such Default and requesting that it be remedied; *provided, however*, that if such failure is not feasibly capable of cure within sixty (60) days, the defaulting party, or in the case of the Company, the Company, any Affiliate, or any Investor, shall be granted additional time to effect cure, provided the effort to cure has been commenced within such sixty (60) period and is prosecuted with due diligence;

iii. Any material warranty, representation or other statement made by or on behalf of any party contained in this Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Agreement and, in each case, any material adverse effect of such false or incorrect representation or warranty is not eliminated or addressed to the reasonable satisfaction of the non-defaulting party, or in the case of the Company, the Company, any Affiliate, or any Investor, within a period of sixty (60) days after receipt of notice by the defaulting party. If such false or incorrect representation or warranty is not feasibly capable of cure within sixty (60) days, the defaulting party, or in the case of the Company, the Company, any Affiliate, or any Investor, shall be granted additional time to effect cure, provided the effort to cure has been commenced within such sixty (60) period and prosecuted with due diligence; or

iv. An uncured default by the Company under the Lease Agreement.

b. Remedies Upon Default. Upon the occurrence of an uncured Event of Default as specified under this Agreement, the non-defaulting party may, at its sole discretion, elect to (i) terminate this Agreement by providing the defaulting party at least thirty (30) days' advance written notice of its election to terminate, or (ii) bring an action or proceeding in New York State Supreme Court, County of Saratoga, seeking such remedy or remedies as the non-defaulting party may elect, including, but not limited to, an order directing specific performance of any obligation which the defaulting party has failed to discharge, including but not limited to the basis for the declaration of Default; *provided, however*, that prior to the exercise of any remedy hereunder, the non-defaulting party must provide the defaulting party with at least thirty (30) days' prior written notice of such Default.

c. No Acceleration. Upon the occurrence and during the continuation of an Event of Default hereunder, the County shall not have the right to accelerate future HCA Payments not yet due and payable as of the date of such exercise of remedies.

d. Cross Default. An uncured payment Default under this Agreement shall constitute an "Event of Default" under the Lease Agreement.

e. Right to Cure. Prior to the exercise of any remedy by the County hereunder following an Event of Default, the Company and any bank or other financial institution making a loan to the Company, the proceeds of which will be used to finance the acquisition, construction, installation and equipping of the Project Facility ("Lender") shall have an absolute right to cure such Event of Default during the time period allowed for curing same. If the Company at any time during the Term prior to the occurrence of an Event of Default provides a written request to the County that notices hereunder be provided to a Lender, any such Lender shall be afforded an additional sixty (60) days (beyond the time period allowed for the Company to cure) within which to cure an Event of Default on behalf of the Company.

#### **Section 4. Notices.**

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, telecopied, transmitted by electronic mail, or delivered to the parties at the respective addresses set forth below:

a. If to the County:

County of Saratoga  
40 McMaster Street  
Ballston Spa, New York 12020  
Attention: County Administrator

with a copy to:

Saratoga County Attorney's Office  
40 McMaster Street  
Ballston Spa, New York 12020  
Telephone: 518-884-4770



b. If to the Company:

CHPE LLC  
600 Broadway  
Albany, New York 12207  
Attention: William Helmer, Esq.  
Telephone: (518) 465-0710  
Email: bill.helmer@transmissiondevelopers.com

with a copy to:

Swartz Moses PLLC  
1583 East Genesee Street  
Skaneateles, New York 13152  
Attention: Peter H. Swartz  
Telephone No.: (315) 554-8166  
Email: phs@swartzmoses.com

The County and the Company may, by notice given hereunder, designate any further or different addresses to which, or the manner by which, subsequent notices, certificates and other communications shall be sent. A copy of all notices to the Company hereunder shall also be served on any Lender identified pursuant to Section 3(e) hereof, and no such notice or other communication to the Company shall be deemed received unless a copy is so served upon any such Lender in the manner provided herein for the giving of notice.

**Section 5. Miscellaneous.**

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State without giving effect to the conflict of laws principles thereof. All disputes arising out of or in connection with this Agreement shall be decided in the first instance by the New York State Supreme Court, County of Saratoga, to the exclusion of all other courts, except that the parties shall have all appeal rights allowed by State law. The parties executing this Agreement hereby submit to the jurisdiction of the New York State Supreme Court, County of Saratoga, for purposes of all such actions or proceedings.

b. Severability. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected so long as the parties renegotiate the unenforceable or invalid provision(s) in order to accomplish the goal and intent of this Agreement.

c. No Recourse; Limited Obligations of the Parties. All obligations of the parties contained in this Agreement shall be deemed to be the corporate obligations of the respective parties and not obligations of any member, officer, official, agent, servant, employee, or affiliate of the parties. No recourse or claim based upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had, brought or asserted, directly or indirectly, against any past, present, or future member, officer, official, agent, servant, employee, or affiliate of the parties. All such liability of any such member, officer, official, agent, servant,

employee, or affiliate is hereby, to the extent permitted by law, expressly waived and released by the parties as part of the consideration for execution of and entry into this Agreement.

d. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding of the parties and it supersedes all prior agreements and understandings, written or oral, between the parties. This Agreement may not be amended except by an instrument in writing signed by the parties hereto.

e. Assignment. This Agreement may be assigned by the Company in connection with an assignment of the Lease Agreement, which assignment shall be subject to all of the terms and conditions of assignment of the Lease Agreement.

f. Membership Interest Transfers. Nothing in this Agreement shall prevent, restrict or limit in any way the right of any member of the Company, or any successive transferee of any member, to sell, convey, transfer, encumber or otherwise dispose of its membership interest(s) in the Company (or a portion thereof) to one or more persons without the consent of the County, or divide its membership interest(s) into different classes and sell, convey, transfer, encumber or otherwise dispose of such divided interest(s) to one or more persons without the consent of the County.

g. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon each of the parties and, as permitted by this Agreement, their respective successors and permitted assigns.

h. Termination.

i. Company Option to Terminate. The Company shall have the option to terminate this Agreement at any time during the Term hereof on thirty (30) days' advance notice to the County, provided that the Company has: (a) made payment of all sums then due and payable to the County (without acceleration) pursuant to this Agreement, and (b) terminated the Lease Agreement.

ii. Election to Terminate Following Event of Default. Subject to Section 3 hereof, the non-defaulting party may elect to terminate this Agreement following an uncured Event of Default hereunder.

i. Execution in Counterpart. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto or, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (PDF), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party shall raise the use of a facsimile machine or electronic transmission in PDF to deliver a signature or the fact that any signature was transmitted or communicated through such means as a defense to the formation of an agreement and each party forever waives any such defense.

j. Section Headings Not Controlling. The section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

k. Effective Date. This Agreement shall be effective as of the later to occur of the date of this Agreement and the effective date of the Lease Agreement.

l. Indemnification.

i. Indemnification of County. The Company shall indemnify, defend and hold the County (and its directors, officers, members, agents, employees, servants and their successors, representative and assigns) harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever in relation to the Project Facility (excluding contributory negligence or willful misconduct), including expenses incurred by the County (and its directors, officers, members, agents, employees, servants and their successors, representatives and assigns) in defending any claim, suit or action which may result as a result of the foregoing.

ii. Indemnification of Company. In recognition of the unique nature of this Agreement and the County's request to receive revenues from the Project Facility pursuant to this Agreement, the County shall, to the extent permitted by law, indemnify, defend and hold the Company (and its directors, officers, members, agents, employees, servants and their successors, representative and assigns) harmless from all claims and liabilities associated with any judicial or administrative challenge to this Agreement or the Lease Agreement for reasons related to this Agreement, including expenses incurred by the Company (and its directors, officers, members, agents, employees, servants and their successors, representatives and assigns) in defending any such claim, suit or action.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the day and year first above written.

**COUNTY OF SARATOGA**

BY: \_\_\_\_\_  
Theodore T. Kusnierz, Jr.  
Chairman, Saratoga County Board of  
Supervisors  
Per Resolution # \_\_\_\_\_

**CHPE LLC**

BY: \_\_\_\_\_  
Todd Singer  
Chief Financial Officer

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

On the \_\_\_\_ day of August, in the year 2022, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF \_\_\_\_\_        )  
  )ss:  
COUNTY OF \_\_\_\_\_     )

On the \_\_\_\_ day of August, in the year 2022, before me, the undersigned, personally appeared Todd Singer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**EXHIBIT A**

**HCA PAYMENTS AND ILLUSTRATIVE DUE DATES**

The following schedule sets forth the annual HCA Payment for each year during the Term and is intended to serve as an illustration of the potential due dates of same under this Agreement if the Project Facility has a COD Taxable Status Date of March 1, 2026.

HCA Payment Year	Assessment Roll Year	HCA Payment Due Date	HCA Payment
Construction Period			\$0
1	2026	January 31, 2027	\$2,631,207
2	2027	January 31, 2028	\$2,669,360
3	2028	January 31, 2029	\$2,708,066
4	2029	January 31, 2030	\$2,747,333
5	2030	January 31, 2031	\$3,019,433
6	2031	January 31, 2032	\$3,063,215
7	2032	January 31, 2033	\$3,107,631
8	2033	January 31, 2034	\$3,152,692
9	2034	January 31, 2035	\$3,444,437
10	2035	January 31, 2036	\$3,494,382
11	2036	January 31, 2037	\$3,545,050
12	2037	January 31, 2038	\$3,596,453
13	2038	January 31, 2039	\$3,909,216
14	2039	January 31, 2040	\$3,965,900
15	2040	January 31, 2041	\$4,023,406
16	2041	January 31, 2042	\$4,081,745
17	2042	January 31, 2043	\$4,416,992
18	2043	January 31, 2044	\$4,481,039
19	2044	January 31, 2045	\$4,546,014
20	2045	January 31, 2046	\$4,611,931
21	2046	January 31, 2047	\$4,971,229
22	2047	January 31, 2048	\$5,043,312
23	2048	January 31, 2049	\$5,116,440
24	2049	January 31, 2050	\$5,190,628
25	2050	January 31, 2051	\$5,575,651
26	2051	January 31, 2052	\$5,656,498
27	2052	January 31, 2053	\$5,738,517
28	2053	January 31, 2054	\$5,821,726
29	2054	January 31, 2055	\$6,234,260
30	2055	January 31, 2056	\$6,324,656
Total			\$126,888,420