



Public Works Committee

Tuesday, March 7, 2023 3:30PM
40 McMaster Street, Ballston Spa, NY 12020

Chair: Philip Barrett

Members:

Diana Edwards
Jack Lawler
Jonathan Schopf - vc
Mike Smith
Matthew Veitch
Tom Wood

- I. Welcome and Attendance
- II. Approval of the minutes of the February 7, 2023 meeting.
- III. Authorizing temporary construction easement agreements associated with the Scotch Bush Road (County Route 56) over Larue Creek culvert replacement project in the Town of Ballston - Chad Cooke, Public Works
- IV. Authorizing an intermunicipal agreement with the Town of Ballston for the installation of a crosswalk and pedestrian facilities at the intersection of Lake Hill Road and Kingsley Road, authorize a consultant agreement with CHA Companies in the amount of \$37,700 and amend the budget in relation thereto. – Chad Cooke, Public Works
- V. Authorizing a Road Use and Crossing Agreement for the Champlain Hudson Power Express Electric Transmission Cable System – Chad Cooke, Public Works
- VI. Accepting funding for the CR 27 (Bluebird Road) Pavement Preservation Project, PIN 1762.18, for preliminary and detailed design services in the amount of \$58,854. A budget amendment is required - Chad Cooke, Public Works
- VII. Authorizing a Consultant Agreement with Greenman Pedersen, Inc. for professional Services required for the CR 27 (Bluebird Road) Pavement Preservation Project, PIN 1762.18, in the amount of \$58,854. The budget amendment was covered in Agenda Item VI. – Chad Cooke, Public Works
- VIII. Accepting funding for the CR 28 (Glens Falls-Fort Edward Road) Pavement Preservation Project, PIN 1762.17, for preliminary and detailed design services in the amount of \$44,971. A budget amendment is required - Chad Cooke, Public Works
- IX. Authorizing a Consultant Agreement with Greenman Pedersen, Inc. for professional Services required for the CR 28 (Glens Falls-Fort Edward Road) Pavement Preservation Project, PIN 1762.17, in the amount of \$44,971. The budget amendment was covered in Agenda Item VIII. – Chad Cooke, Public Works
- X. Other Business
- XI. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Department of Public Works

DATE: February 15, 2022

COMMITTEE: Public Works

RE: Authorize purchase agreements for the acquisition of temporary construction easements

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorize purchase agreements for the acquisition of temporary construction easements

3. Specific Details on what the resolution will authorize:

Authorizing two (2) temporary construction easement agreements in the amount of \$250 each to Hayden and Malizia associated with the Scotch Bush Road (County Route 56) over Larue Creek culvert replacement project in the Town of Ballston.

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:

No Budget Impact. Funds are included in the Department Budget

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

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

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

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

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

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Program information summary

Copy of proposal or estimate

Copy of grant award notification and information

Other copy of proposed temporary easement agreements

10. Remarks:

Precedent Resolution: 60 of 2020

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

Project: **Scotch Bush Road Culvert over LaRue Creek Tributary**

PIN: **1762.07**

Map 01

Parcel 01

By this Agreement **Kelly and Ross Hayden** (hereinafter "Seller"), agrees to sell and **Saratoga County**, agrees to purchase the real property interest(s) described below required for construction purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:

A temporary easement over **895 +/-** square feet of real property

Located at **84 Scotch Bush Road, Burnt Hills, NY**, further described as:

Being a temporary possessory interest over a portion of the Seller's lands described in a Warranty Deed dated **2/12/2021**, and recorded on **2/23/2021**, in **Book 2021 of Deeds at Page 6683**, in the Office of the County Clerk for Saratoga County, New York and assigned **Tax Map No. 257.9-1-38.12**, and being the same lands designated as **Parcel 01** on Acquisition **Map 01** attached hereto as Exhibit "A" (the "Property").

This culvert the carries Scotch Bush Road over La Rue Creek has reached the end of its service life and needs to be replaced. This project is part of the BRIDGE NY initiative administered by the New York State Department of Transportation and the State's ongoing efforts to enhance investments in local roads, bridges, and other vital transportation infrastructure throughout New York State.

A temporary easement is required to accommodate for access to complete the culvert replacement.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

a. None.

3. **PURCHASE PRICE.** The total purchase price is **\$250.00 / Two Hundred Fifty dollars and 00/100.**

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of

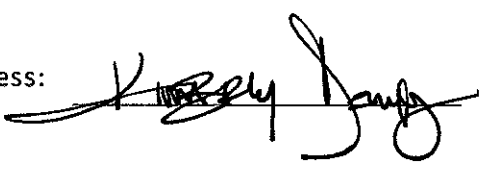
payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

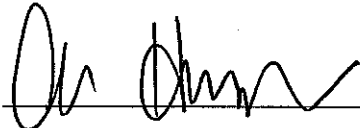
5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for **ONE (1) year**. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be **\$100.00**. The Buyer shall include a check for the sum of **\$100.00** with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.
7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - a. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements, if applicable described in paragraphs 1 and 2 above
 - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable temporary easement title to the property, Buyer may pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable temporary easement title.

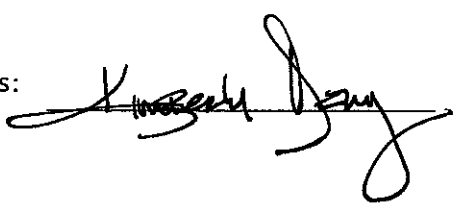
The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.
9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable.
10. **INSURANCE.** The Buyer shall require that its contractor performing work on the property specific to this project maintain standard liability insurance covering personal injuries and property damage at all times during the duration of the project and shall name buyer and any effected property owners as additional insureds as their interests may appear.

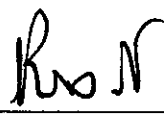
- 11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
- 12. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
- 13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 9 day of February, 2023, the parties have entered into this Agreement.

Witness: 

Signature: 
 Print Name: Kelly Hayden
 Title: Owner
 Date: 2/9/23

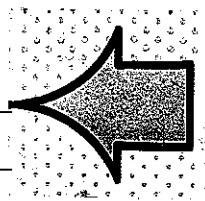
Witness: 

Signature: 
 Print Name: Ross Hayden
 Title: Owner
 Date: 2/9/23

WITNESS

Witness: _____

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____



AGREEMENT TO PURCHASE TEMPORARY EASEMENT

Project: **Scotch Bush Road Culvert over LaRue Creek Tributary**

PIN: **1762.07**

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a. None.

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payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

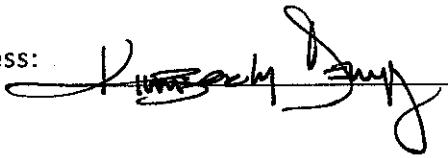
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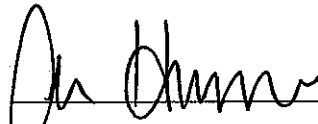
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Witness:



Signature:



Print Name:

Kelly Hayden

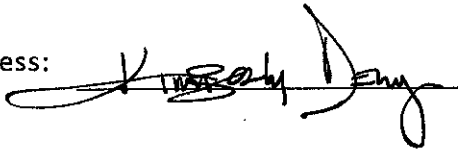
Title:

Owner

Date:

2/9/23

Witness:



Signature:



Print Name:

Ross Hayden

Title:

Owner

Date:

2/9/23

WITNESS

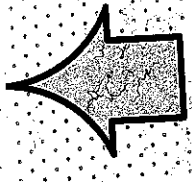
Witness: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____





Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, Social Security number (SSN), and Employer Identification Number (EIN).

Location and description of property conveyed

Table with 5 columns: Tax map designation -- Section, block & lot (include dots and dashes); SWIS code (six digits); Street address; City, town, or village; County. Row 1: 257.09-1-38.12, [blank], 84 Scotch Bush Road, Ballston, Saratoga.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, Residential condominium, Vacant land, Commercial/industrial, Apartment building, Office building, Four-family dwelling, Other) and Date of conveyance (02/09/2023) and Percentage of real property conveyed (100%).

Condition of conveyance (mark an X in all that apply)

Form with checkboxes for conditions of conveyance (a-s) including fee interest, acquisition of controlling interest, transfer of controlling interest, conveyance to cooperative housing corporation, conveyance pursuant to foreclosure, conveyance which consists of a mere change of identity, conveyance for which credit for tax previously paid will be claimed, conveyance of cooperative apartment(s), syndication, conveyance of air rights or development rights, contract assignment, option assignment or surrender, leasehold assignment or surrender, leasehold grant, conveyance of an easement, conveyance for which exemption from transfer tax claimed, conveyance of property partly within and partly outside the state, conveyance pursuant to divorce or separation, and other.

Table for recording officer's use with columns: Amount received (Schedule B, Part 1 \$, Schedule B, Part 2 \$), Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) Exemption claimed

1.	250	00
2.		
3.	250	00
4.	1	00
5.		
6.	1	00

2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)

3 Taxable consideration (subtract line 2 from line 1)

4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3

5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)

6 Total tax due* (subtract line 5 from line 4)

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1 Enter amount of consideration for conveyance (from Part 1, line 1)

2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)

3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

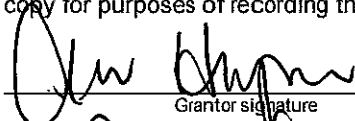
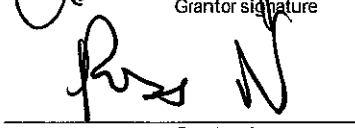
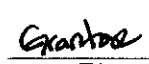
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a. The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b. The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c. The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d. The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e. Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b. A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	_____ Grantor Title	_____ Grantee signature	_____ Title
 _____ Grantor signature	 _____ Grantee Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

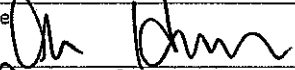
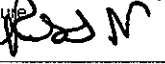
If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature 	Print full name Kelly Hayden	Date 2/9/23
Signature 	Print full name Ross Hayden	Date 2/9/23
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Kelly & Ross Hayden</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>84 Scotch Bush Road</p>	<p>Requester's name and address (optional)</p> <p>Saratoga County 3654 Galway Road Ballston Spa, NY 12020</p>
	<p>6 City, state, and ZIP code</p> <p>Burnt Hills, New York 12027</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
065 - 72 - 4014	
or	
Employer identification number	
-	

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 2/9/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

REPLACEMENT OF
SCOTCH BUSH ROAD
(CR56) CULVERT

COUNTY OF SARATOGA
DEPARTMENT OF PUBLIC WORKS
PIN 1762.07

MAP NO. 1
PARCEL NO. 1
SHEET 1 OF 3 SHEETS

MAP REFERENCE:

MAP OF SURVEY, LOT LINE ADJUSTMENT - LANDS OF JANSEN, 90-92 SCOTCH BUSH ROAD, TOWN OF BALLSTON. PREPARED BY GORDON R. MATSON, PLS DATED OCTOBER 20, 2006 AND FILED IN THE SARATOGA COUNTY CLERK'S OFFICE ON DECEMBER 21, 2006 AS MAP J112.

KELLY HAYDEN & ROSS HAYDEN
(REPUTED OWNERS)

CCD: INSTR NO. 2021006683

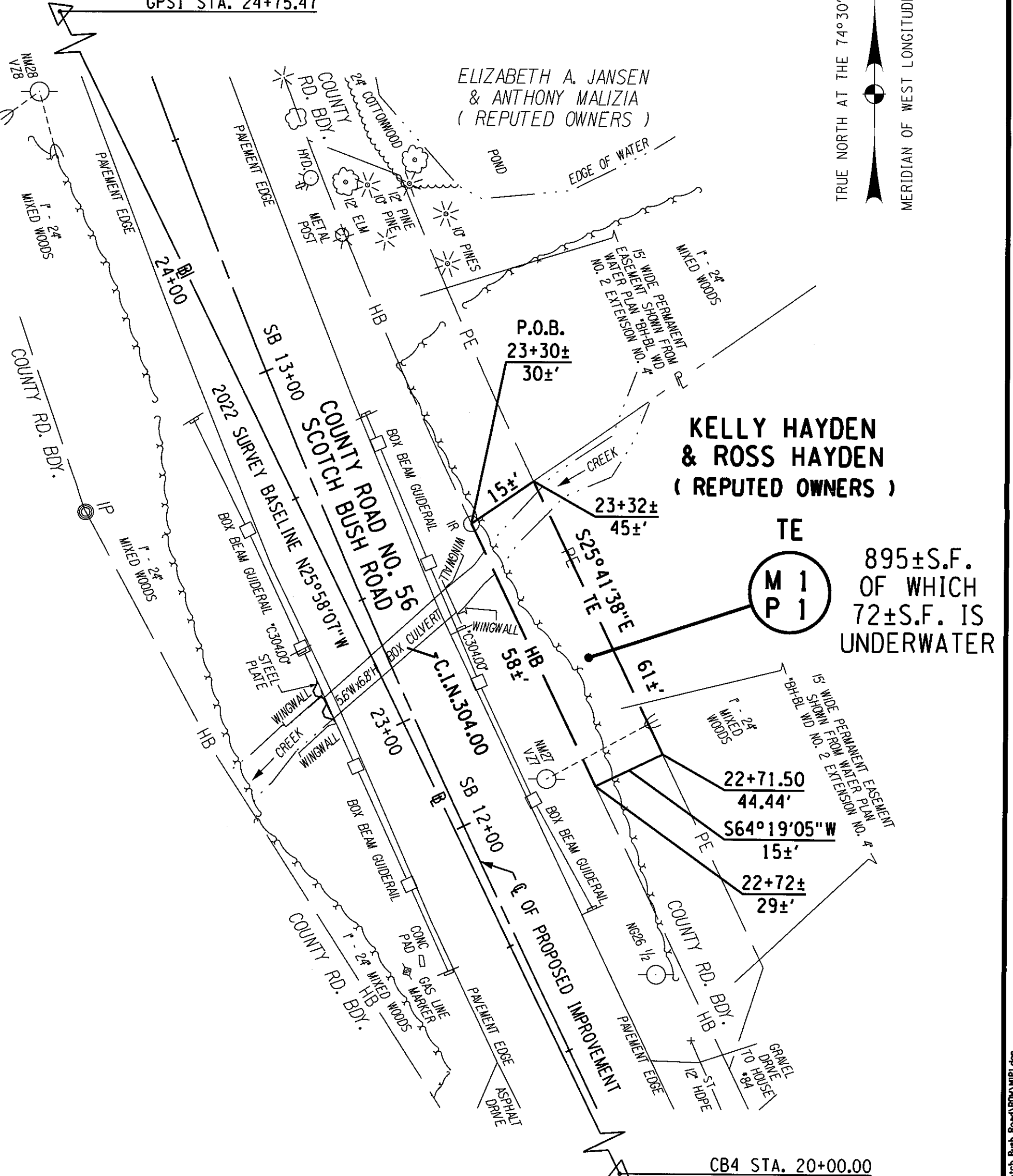
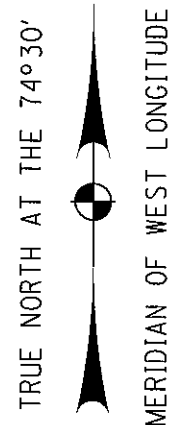
PARCEL SUMMARY:

Type: Temporary Easement
Portion of 2022 Tax
Map Ref. No. 257.09-1-38.12
Town of Ballston
County of Saratoga
State of New York

Parcel Locator Point:

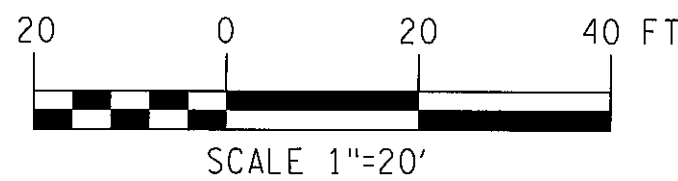
N: 1486380.020
E: 649356.126

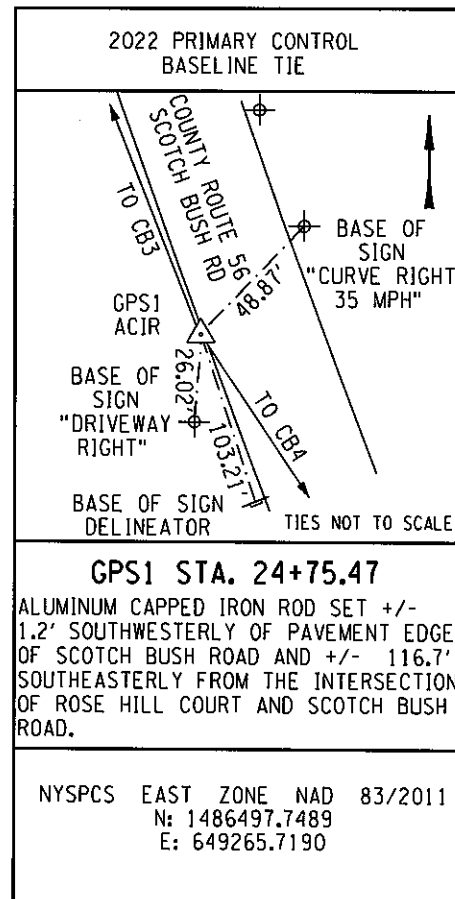
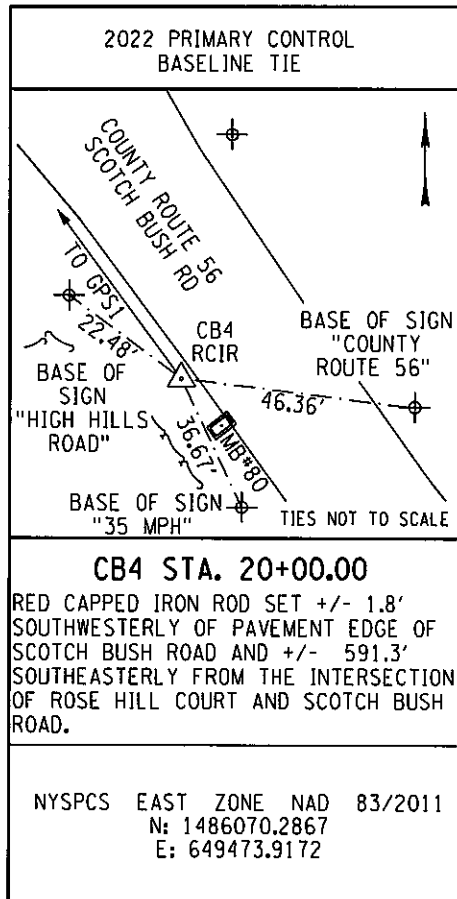
GPS1 STA. 24+75.47



TE
M 1
P 1

895±S.F.
OF WHICH
72±S.F. IS
UNDERWATER





TEMPORARY EASEMENT FOR WORK AREA

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of the Replacement of Scotch Bush Road (CR56) Culvert and appurtenances for use and exercisable during the construction or reconstruction of the Replacement of Scotch Bush Road (CR56) Culvert and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for county road purposes and released by the County of Saratoga. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 1, situate in the Town of Ballston, County of Saratoga, State of New York, as shown on the accompanying map and further described as follows:

PARCEL NO. 1

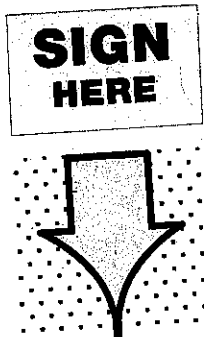
Beginning at a point on the northeasterly boundary of County Road No. 56 Scotch Bush Road, an existing county road, at its intersection with the division line between the property of Elizabeth A. Jansen and Anthony Malizia (reputed owners) on the northwest and the property of Kelly Hayden and Ross Hayden (reputed owners) on the southeast, said point being 30± feet distant northeasterly measured at right angles from station 23+30± of the hereinafter described survey baseline for the Replacement of Scotch Bush Road (CR56) Culvert; thence northeasterly along said division line 15± feet to a point 45± feet distant northeasterly measured at right angles from station 23+32± of said baseline; thence through the property of Kelly Hayden and Ross Hayden (reputed owners) the following two (2) courses and distances: (1) South 25°41'38" East 61± feet to a point 44.44 feet distant northeasterly measured at right angles from station 22+71.50 of said baseline; and (2) South 64°19'05" West 15± feet to a point on the first mentioned northeasterly boundary of said existing county road, the last mentioned point being 29± feet distant northeasterly measured at right angles from station 22+72± of said baseline; thence northwesterly along the last mentioned northeasterly boundary of said existing county road 58± feet to the point of the beginning, being 895± square feet more or less of which 72± square feet is underwater.

Reserving, however, to the owner of any right, title or interest in and to the property above delineated and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

The above mentioned survey baseline is a portion of the 2022 survey baseline for the Replacement of Scotch Bush Road (CR56) Culvert, and is described as follows:

Beginning at Station 20+00.00; thence North 25°58'07" West to Station 24+75.47.

All bearings referred to True North at the 74°30' Meridian of West Longitude.



I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____ 2022



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

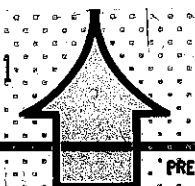
I hereby certify that this is an accurate description and map made from an accurate survey. Prepared under my direction.

Date: November 4 2022
M.J. Engineering and Land Surveying, P.C.

Joseph G. Malinowski - Land Surveyor
P.L.S. No. 050314

COUNTY OF SARATOGA DEPARTMENT OF PUBLIC WORKS
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
REPLACEMENT OF SCOTCH BUSH ROAD (CR56) CULVERT

Map No. 1
Parcel No. 1



KELLY HAYDEN & ROSS HAYDEN
(REPUTED OWNERS)

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

Project: Scotch Bush Road Culvert over LaRue Creek Tributary

PIN: 1762.07

Map 02

Parcel 02

By this Agreement **Elizabeth and Anthony Malizia** (hereinafter "Seller"), agrees to sell and **Saratoga County**, agrees to purchase the real property interest(s) described below required for construction purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:

A temporary easement over **542 +/-** square feet of real property

Located at **90 Scotch Bush Road**, further described as:

Being a temporary possessory interest over a portion of the Seller's lands described in a Warranty Deed dated **12/11/2009**, and recorded on **12/24/2009**, in **Book 2009 of Deeds at Page 45628**, in the Office of the County Clerk for Saratoga County, New York and assigned **Tax Map No. 257.9-1-53**, and being the same lands designated as **Parcel 02** on Acquisition **Map 02** attached hereto as Exhibit "A" (the "Property").

This culvert the carries Scotch Bush Road over La Rue Creek has reached the end of its service life and needs to be replaced. This project is part of the BRIDGE NY initiative administered by the New York State Department of Transportation and the State's ongoing efforts to enhance investments in local roads, bridges, and other vital transportation infrastructure throughout New York State.

A temporary easement is required to accommodate for construction access to complete culvert replacement.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

a. The existing culvert contains rocks that Elizabeth's late son Tommy spray-painted red and hold a sentimental value to the family. These rocks shall be carefully removed and placed on her property for her memorial garden. The care given to the removal of this portion of the culvert will be greatly appreciated by the family.

3. **PURCHASE PRICE.** The total purchase price is **\$250.00 / Two Hundred Fifty Dollars and 00/100.**

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be

required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

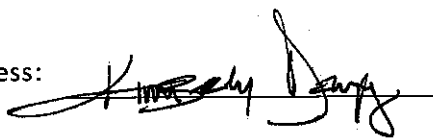
5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for **ONE (1) year**. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be **\$250.00**. The Buyer shall include a check for the sum of **\$250.00** with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.
7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - a. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements, if applicable described in paragraphs 1 and 2 above.
 - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable temporary easement title to the property, Buyer may pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable temporary easement title.


The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.
9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable.
10. **INSURANCE.** The Buyer shall require that its contractor performing work on the property specific to this project maintain standard liability insurance covering personal injuries

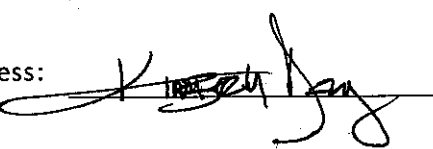
and property damage at all times during the duration of the project and shall name buyer and any effected property owners as additional insureds as their interests may appear.

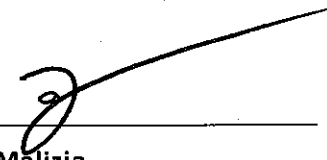
- 11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
- 12. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
- 13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 9 day of February, 2023, the parties have entered into this Agreement.

Witness: 

Signature:  FKA Jansen
Print Name: Elizabeth Malizia (f.k.a. Jansen)
Title: Property Owner
Date: 2/9/2023

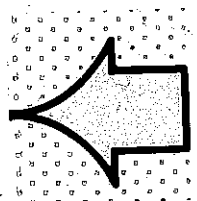
Witness: 

Signature: 
Print Name: Anthony Malizia
Title: Property Owner
Date: 2/9/2023

WITNESS

Witness: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____



AGREEMENT TO PURCHASE TEMPORARY EASEMENT

Project: Scotch Bush Road Culvert over LaRue Creek Tributary

PIN: 1762.07

Map 02

Parcel 02

By this Agreement **Elizabeth and Anthony Malizia** (hereinafter "Seller"), agrees to sell and **Saratoga County**, agrees to purchase the real property interest(s) described below required for construction purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:

A temporary easement over **542 +/-** square feet of real property

Located at **90 Scotch Bush Road**, further described as:

Being a temporary possessory interest over a portion of the Seller's lands described in a Warranty Deed dated **12/11/2009**, and recorded on **12/24/2009**, in **Book 2009 of Deeds at Page 45628**, in the Office of the County Clerk for Saratoga County, New York and assigned **Tax Map No. 257.9-1-53**, and being the same lands designated as **Parcel 02** on Acquisition **Map 02** attached hereto as Exhibit "A" (the "Property").

This culvert the carries Scotch Bush Road over La Rue Creek has reached the end of its service life and needs to be replaced. This project is part of the BRIDGE NY initiative administered by the New York State Department of Transportation and the State's ongoing efforts to enhance investments in local roads, bridges, and other vital transportation infrastructure throughout New York State.

A temporary easement is required to accommodate for construction access to complete culvert replacement.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

- a. The existing culvert contains rocks that Elizabeth's late son Tommy spray-painted red and hold a sentimental value to the family. These rocks shall be carefully removed and placed on her property for her memorial garden. The care given to the removal of this portion of the culvert will be greatly appreciated by the family.

3. **PURCHASE PRICE.** The total purchase price is **\$250.00 / Two Hundred Fifty Dollars and 00/100.**

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be

required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

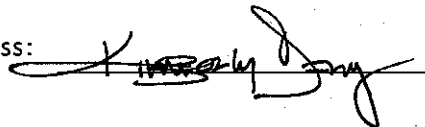
5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for **ONE (1) year**. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be **\$250.00**. The Buyer shall include a check for the sum of **\$250.00** with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.
7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - a. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements, if applicable described in paragraphs 1 and 2 above
 - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable temporary easement title to the property, Buyer may pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable temporary easement title.

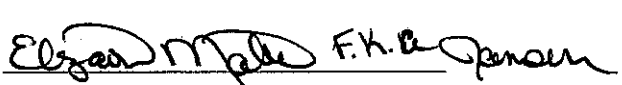
The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.
9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable.
10. **INSURANCE.** The Buyer shall require that its contractor performing work on the property specific to this project maintain standard liability insurance covering personal injuries

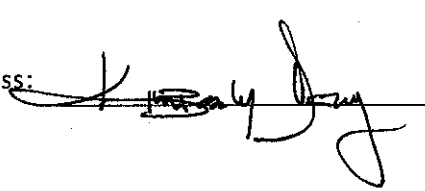
and property damage at all times during the duration of the project and shall name buyer and any effected property owners as additional insureds as their interests may appear.

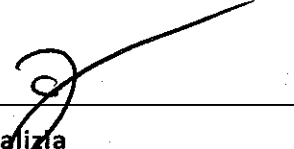
- 11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
- 12. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
- 13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this _____ day of _____, 20____, the parties have entered into this Agreement.

Witness: 

Signature:  F.K.A. Jansen
Print Name: Elizabeth Malizia (f.k.a. Jansen)
Title: Property Owner
Date: 2/9/2023

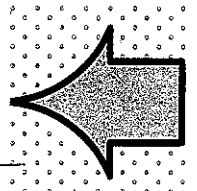
Witness: 

Signature: 
Print Name: Anthony Malizia
Title: Property Owner
Date: 2/9/2023

WITNESS

Witness: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____



WITNESS



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, Social Security number, and Employer Identification Number.

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County. Row 1: 257.09-1-53, 90 Scotch Bush Road, Ballston, Saratoga.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and a date of conveyance field (02/09/2023).

Form with multiple checkboxes for conditions of conveyance (a. Conveyance of fee interest, b. Acquisition of a controlling interest, etc.).

Table for recording officer's use with columns: Amount received (Schedule B, Part 1 and 2), Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) Exemption claimed

1.	250	00
2.		
3.	250	00
4.	1	00
5.		
6.	1	00

2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)

3 Taxable consideration (subtract line 2 from line 1)

4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3

5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)

6 Total tax due* (subtract line 5 from line 4)

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1 Enter amount of consideration for conveyance (from Part 1, line 1)

1.		
2.		
3.		

2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...

3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

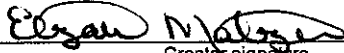

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to record a copy for purposes of recording the deed or other instrument effecting the conveyance.

 Grantor signature	Grantor Title		Grantee signature Title
 Grantor signature	Grantee Title		Grantee signature Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

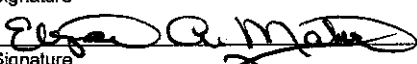

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature 	Print full name Elizabeth A. Malizia	Date 2/9/23
Signature 	Print full name Anthony Malizia	Date 2/9/23
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Elizabeth & Anthony Malizia</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>90 Scotch Bush Road</p>	<p>Requester's name and address (optional)</p> <p>Saratoga County</p>
	<p>6 City, state, and ZIP code</p> <p>Burnt Hills, New York 12027</p>	<p>3654 Galway Road</p> <p>Ballston Spa, NY 12020</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
088 - 54 - 8594
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ Feb 9, 2023</p>
------------------	------------------------------------	---------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

REPLACEMENT OF
SCOTCH BUSH ROAD
(CR56) CULVERT

COUNTY OF SARATOGA
DEPARTMENT OF PUBLIC WORKS
PIN 1762.07

MAP NO. 2
PARCEL NO. 2
SHEET 1 OF 3 SHEETS

MAP REFERENCE:

MAP OF SURVEY, LOT LINE ADJUSTMENT - LANDS OF JANSEN, 90-92 SCOTCH BUSH ROAD, TOWN OF BALLSTON. PREPARED BY GORDON R. MATSON, PLS DATED OCTOBER 20, 2006 AND FILED IN THE SARATOGA COUNTY CLERK'S OFFICE ON DECEMBER 21, 2006 AS MAP J112.

ELIZABETH A. JANSEN
& ANTHONY MALIZIA
(REPUTED OWNERS)

CCD: INSTR NO. 2009045628

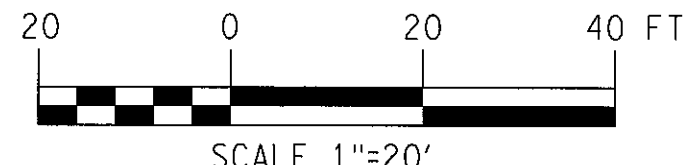
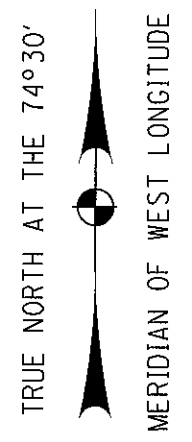
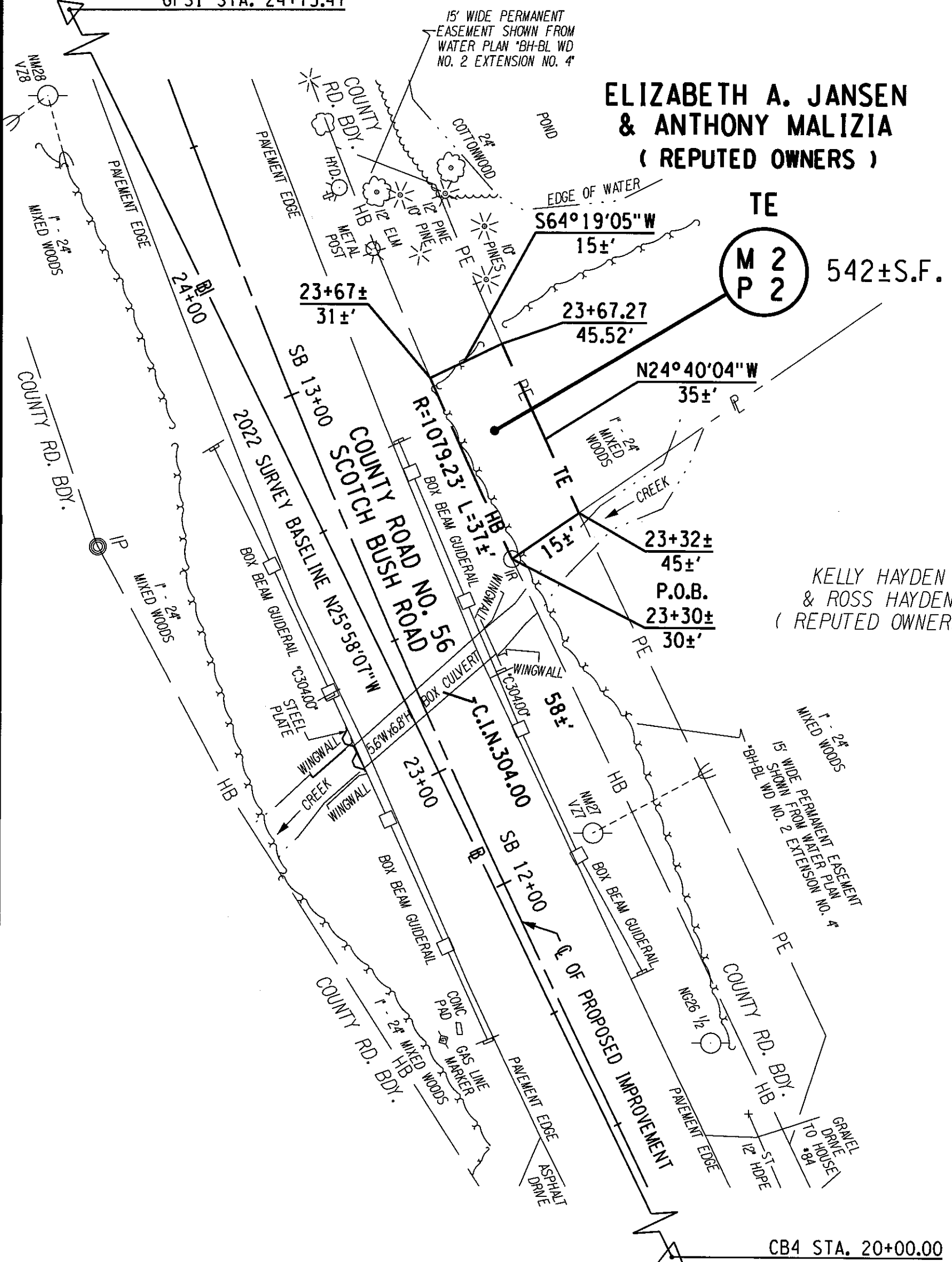
PARCEL SUMMARY:

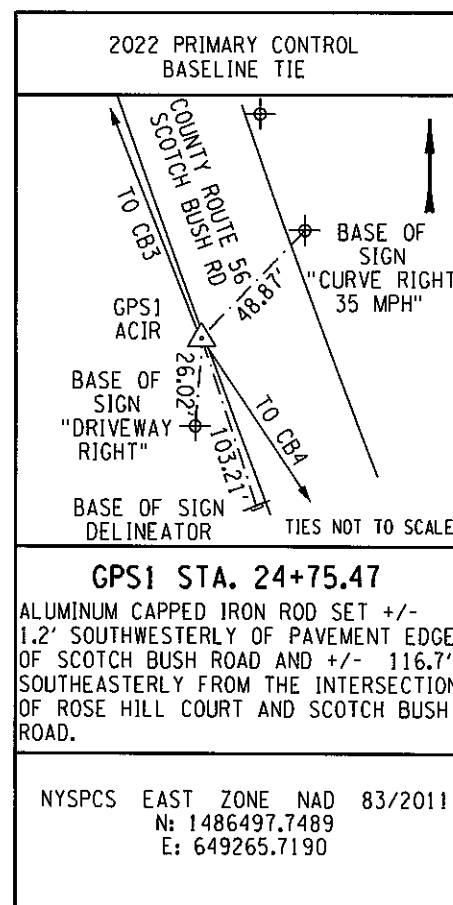
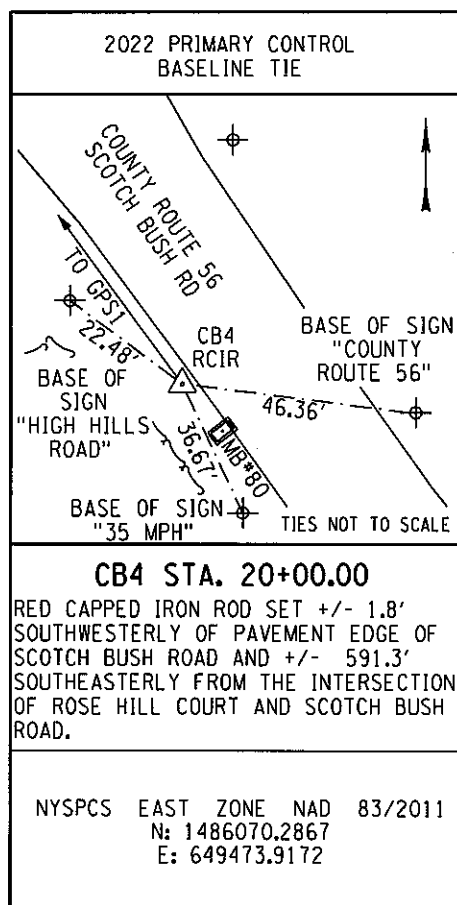
Type: Temporary Easement
Portion of 2022 Tax
Map Ref. No. 257.09-1-53
Town of Ballston
County of Saratoga
State of New York

Parcel Locator Point:

N: 1486380.020
E: 649356.126

GPS1 STA. 24+75.47





TEMPORARY EASEMENT FOR WORK AREA

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of the Replacement of Scotch Bush Road (CR56) Culvert and appurtenances for use and exercisable during the construction or reconstruction of the Replacement of Scotch Bush Road (CR56) Culvert and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for county road purposes and released by the County of Saratoga. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 2, situate in the Town of Ballston, County of Saratoga, State of New York, as shown on the accompanying map and further described as follows:

PARCEL NO. 2

Beginning at a point on the northeasterly boundary of County Road No. 56 Scotch Bush Road, an existing county road, at its intersection with the division line between the property of Elizabeth A. Jansen and Anthony Malizia (reputed owners) on the northwest and the property of Kelly Hayden and Ross Hayden (reputed owners) on the southeast, said point being 30± feet distant northeasterly measured at right angles from station 23+30± of the hereinafter described survey baseline for the Replacement of Scotch Bush Road (CR56) Culvert; thence northeasterly along said division line 15± feet to a point 45± feet distant northeasterly measured at right angles from station 23+32± of said baseline; thence through the property of Elizabeth A. Jansen and Anthony Malizia (reputed owners) the following two (2) courses and distances: (1) North 24°40'04" West 35± feet to a point 45.52 feet distant northeasterly measured at right angles from station 23+67.27 of said baseline; and (2) South 64°19'05" West 15± feet to a point on the first mentioned northeasterly boundary of said existing county road, the last mentioned point being 31± feet distant northeasterly measured at right angles from station 23+67± of said baseline; thence southeasterly along the last mentioned northeasterly boundary of said existing county road along a curve to the left having a radius of 1079.23', a distance of 37± feet to the point of the beginning, being 542± square feet more or less.

Reserving, however, to the owner of any right, title or interest in and to the property above delineated and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

The above mentioned survey baseline is a portion of the 2022 survey baseline for the Replacement of Scotch Bush Road (CR56) Culvert, and is described as follows:

Beginning at Station 20+00.00; thence North 25°58'07" West to Station 24+75.47.

All bearings referred to True North at the 74°30' Meridian of West Longitude.



I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____ 2022



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this is an accurate description and map made from an accurate survey. Prepared under my direction.

Date: November 4 2022
M.J. Engineering and Land Surveying, P.C.

Joseph G. Malinowski - Land Surveyor
P.L.S. No. 050314

COUNTY OF SARATOGA DEPARTMENT OF PUBLIC WORKS
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
REPLACEMENT OF SCOTCH BUSH ROAD (CR56) CULVERT

Map No. 2
Parcel No. 2



ELIZABETH A. JANSEN & ANTHONY MALIZIA
(REPUTED OWNERS)



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Department of Public Works

DATE: February 22, 2023

COMMITTEE: Public Works

RE: Authorize an intermunicipal agreement with the Town of Ballston for the installation of a crosswalk and pedestrian facilities at the intersection of Lake Hill Road and Kingsley Road and amend the budget in relation thereto.

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorize intermunicipal agreement with the Town of Ballston

3. Specific Details on what the resolution will authorize:

Authorize an intermunicipal agreement with the Town of Ballston for the installation of a crosswalk and pedestrian facilities at the intersection of Lake Hill Road and Kingsley Road in the amount of \$114,000, authorize a consultant agreement with CHA in the amount of \$37,700 and amend the budget in relation thereto.

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
D.50-2306	Roads and Bridges Charges	\$114,000

Expense

Account Number	Account Name	Amount
D.50.510-7052	Contracted Highway Srv	\$76,300
D.50.510-8130	Architects/Engineers	\$37,700

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

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

- a. G/L line impacted **See above**
- b. Budget year impacted **2023**
- 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 Professional Service

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: Upon contract execution

f. Termination of contract date: Upon project completion

g. Contract renewal and term: N/A

h. Contact information: CHA Companies
III Winners Circle, PO Box 5269
Albany, NY 12205-0269

i. Is the vendor/contractor an LLC, PLLC or partnership: No

j. State of vendor/contractor organization: NY

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Program information summary

Copy of proposal or estimate

Copy of grant award notification and information

Other Town of Ballston Resolution

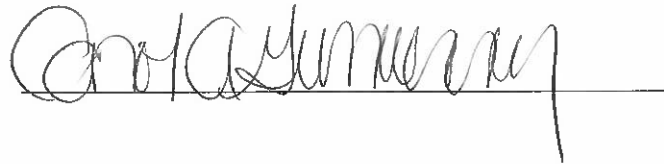
10. Remarks:

The pedestrian project will include a crosswalk, associated ADA sidewalk ramps and push-button pedestrian poles. County DPW will facilitate the project and seek reimbursement from the Town of Ballston through the proposed intermunicipal agreement.

I, CAROL A. GUMIENNY, the undersigned Clerk of the Town of Ballston, Saratoga County, New York, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 14th day of February 2023, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matter therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 22nd day of February 2023.



RESOLUTION 23-41

APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE HIGHWAY FUND'S 2023 FINAL BUDGET TO INCREASE THE "BUDGETARY FUND BALANCE DRAW" REVENUE ACCOUNT AND THE "CONSTRUCTION SERVICES ROAD IMPROVEMENTS 3RD PARTY" EXPENSE ACCOUNT BY \$114,000 TO ESTABLISH A BUDGET FOR INSTALLATION OF A PEDESTRIAN CROSSWALK AT THE INTERSECTION OF KINGSLEY ROAD AND LAKE HILL ROAD. APPROVE A RELATED TRANSFER UP TO \$114,000 FROM A FUND UNRESTRICTED FUND BALANCE TO HIGHWAY FUND UNRESTRICTED FUND BALANCE TO ADJUST FOR COSTS RELATED TO THIS PROJECT.

A motion was made by Councilman Carota and seconded by Councilwoman Jasinski.

ADOPTED Ayes 5 Councilman Curtiss, Councilman Carota, Councilman Fendrick
Councilwoman Jasinski and Supervisor Connolly

Nays 0



January 30, 2023

Mr. Chad Cooke, PE, MPA
Commissioner of Public Works
Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, New York 12020

RE: Saratoga County DPW; Professional Engineering Services for Lake Hill Road & Kingsley Road Intersection Improvements

Dear Mr. Cooke:

CHA is pleased to submit this proposal for professional engineering services to provide design improvements at the Lake Hill Road & Kingsley Road Intersection in the Hamlet of Burnt Hills, Saratoga County.

SCOPE OF SERVICES

Description: Develop bid-ready contract plans intersection improvements at the Lake Hill Road & Kingsley Road Intersection, including:

Task 1: Survey & Mapping (*by Sub-Consultant, Control Point Associates*)

- Topographic Survey & Mapping of the western leg of the intersection only overlaid on Aerial Image
- ROW established using tax maps

Task 2: Pre-Final (90%) Plans

- Design Plans of/for:
 - Signal timing optimization
 - two (2) ADA-compliant curb ramps w/ detectable warning
 - one (1) cross walk (paint only)
 - two new (2) ped poles
- Utility coordination for power to new ped poles

Task 3: Final Plans (100%) Plans, Estimate & Bid Documents

- Final Design Plans of/for:
 - Signal timing optimization
 - two (2) ADA-compliant curb ramps
 - one (1) cross walk (paint only)
 - two (2) ped poles
- Itemized Excel Engineer's Estimate (EE)
- Bid Package (using County boiler plate)

Task 4: Part Time Construction Inspection

Assumptions:

- a. NYSDOT Specifications
- b. Any ROW acquisition required will be acquired by the County/Town

EXPENSES

- Traffic Count Sub-contractor

PROFESSIONAL FEE

CHA proposes to be compensated on a lump sum basis for the above Scope of Services. As follows:

Task	LS Budget
Task 1: Survey & Mapping	\$ 7,700
Task 2: Pre-Final (90%) Plans	\$19,000*
Task 3: Final Plans (100%) Plans, Estimate & Bid Documents	\$ 4,000
Task 4: Part Time Construction Inspection	\$ 7,000
TOTAL	\$37,700

*Includes Traffic Counter Sub-Contractor Cost

If you are in agreement with this proposal, please sign where indicated below.

If you have any questions regarding this proposal, please do not hesitate to contact me at (518) 453-4550 or jcimino@chacompanies.com.

Sincerely,



Joseph F. Cimino, P.E.
Associate Vice President

Authorization - CHA is hereby authorized by Saratoga County to proceed with the services described herein.

Chad M. Cooke, Commissioner of Public Works

Date





SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Department of Public Works

DATE: February 22, 2023

COMMITTEE: Public Works

RE: Authorize a Road Use and Crossing Agreement for the Champlain Hudson Power Express Electric Transmission Cable System

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorize a Road Use and Crossing Agreement for the Champlain Hudson Power Express Electric Transmission Cable System

3. Specific Details on what the resolution will authorize:

Authorize a Road Use and Crossing Agreement for the Champlain Hudson Power Express Electric Transmission Cable System

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:

No Budget Impact

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

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

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

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

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

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Program information summary

Copy of proposal or estimate

Copy of grant award notification and information

Other Proposed Road Use Agreement

10. Remarks:

Champlain Hudson Power Express is installing an electric underground transmission main through Saratoga County on its way to New York City. The transmission main crosses County highways in six (6) locations with a mix of open trenching and directional drilling. The proposed agreement provides for protection of the County's infrastructure as well as a \$10,000 escrow payment that the County may draw on if restoration efforts do not meet County standards.

CHPE LLC AND CHPE PROPERTIES, INC.

AND

SARATOGA COUNTY, NEW YORK

**ROAD USE AND CROSSING
AGREEMENT FOR THE
CHAMPLAIN HUDSON POWER EXPRESS ELECTRIC
TRANSMISSION CABLE SYSTEM CROSSING**

DATED _____, 2022

ADDRESS: 40 McMaster Street, Ballston Spa, New York, 12020

COUNTY/CITY/VILLAGE/TOWN: Saratoga County

COUNTY: Saratoga

STATE: New York

ROAD USE AND CROSSING AGREEMENT

This Road Use and Crossing Agreement (“Agreement”), entered into this ___ day of ____, 2022 by and between CHPE LLC and its wholly-owned subsidiary CHPE PROPERTIES, INC. (collectively, “CHPE”) having an office located at 600 Broadway, Albany, New York 12207 and the County of Saratoga, New York (the “County”) having and office at 40 McMaster Street, Ballston Spa, New York, 12020.

RECITALS:

WHEREAS, CHPE intends to construct and operate a buried 1,250 megawatt High Voltage Direct Current electric transmission facility consisting of two solid-state cables and related equipment and appurtenances (“Project”) pursuant to the Certificate of Environmental Capability and Public Need granted to CHPE by the New York State Public Service Commission (“PSC”) on April 20, 2013 (as amended from time to time, the “Certificate”), the Project’s Environmental

Management and Construction Plan (as amended from time to time, “EM&CP”) to be approved by the PSC in due course, and other permits and authorizations to conduct certain related activities, including Project construction and Project restoration activities as provided for herein (collectively, “Project Activities”); and

WHEREAS, certain capitalized terms used herein are defined on **Exhibit A**; and

WHEREAS, on January 1, 2020, the Climate Leadership and Community Protection Act (“CLCPA”) became law in the State of New York; and

WHEREAS, in the wake of the enactment of the CLCPA, the New York State Energy Research and Development Authority awarded a contract involving the use of the Project to transmit renewable energy into New York State; and

WHEREAS, in order to accomplish Project Activities within the County, CHPE needs to install and operate buried Project cables in, across, and under certain County roads, including West River Road, Ballard Road, Geyser Road, North Line Road, Malta Avenue, and Blue Barns Road, as shown on the map attached hereto as **Exhibit B** (the “Affected Roadways”); and

WHEREAS, the County seeks assurances from CHPE that CHPE will pay and/or otherwise indemnify the County for any damage to the Affected Roadways and any access roads, streets, or other public infrastructure used or traversed by CHPE or its contractors to access the work site for installation of the cable in and under the Affected Roadway and/or arising from or related to Project construction, maintenance, and occupancy activities; and

WHEREAS, the County has been duly authorized to enter into this Agreement:

NOW, THEREFORE, in consideration of the premises set forth in the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHPE and the County, each intending to be legally bound, agree as follows:

1. Rights Granted.

a. The County has consented to CHPE to laying down, constructing and maintaining wires, conductors, conduits and other fixtures in and under the Affected Roadways (collectively, the “Transmission Line Improvements”) in the County in accordance with the provisions of this Agreement for the life of the CHPE project. Such consent shall be non-exclusive and subject to any other rights of others in and to any of the foregoing highways in existence as of the date hereof, and provided that the County may enter into agreements after the date hereof granting third-party rights with respect to the use or occupancy of the Affected Roadway(s) which are not in conflict with the rights granted to CHPE pursuant to this Agreement.

2. CHPE Construction Responsibilities.

a. CHPE shall be responsible for obtaining any approvals, permits, and/or orders, including renewals thereof, which are required by governing law to undertake Project Activities.

b. CHPE shall be responsible for ensuring that all debris, garbage, and waste generated by Project Activities are immediately cleaned up and properly are disposed of.

c. CHPE shall not block or obstruct or interfere with the flow of traffic in both lanes of traffic on any County road except, under severe hardship, a temporary closure lasting no more than four (4) hours. Temporary single lane closures will be permitted periodically during Project Activities taking into account all of the pertinent circumstances, with close coordination with the County Highway Department. Interruptions of traffic flow in both lanes will only take place after notification to the County Highway Department.

d. CHPE shall require that its employees, officers, directors, members, managers, agents, licensees, vendors, contractors, subcontractors, haulers and subcontractors will comply with the terms and conditions of this Agreement.

e. CHPE will examine existing conditions and traffic flow and volume patterns to determine the appropriate construction methods for the Transmission Line Improvements prior to commencing construction. CHPE shall, at least two (2) days prior to commencing construction in the Affected Roadway, meet with the Superintendent of Highways of the County and explain the construction process and timing and the measures CHPE will undertake to ensure minimum disruption to the traveling public and the County Highway Department and to minimize the duration of any detours or road closures. Where in-road work will be extensive enough to require detours or road closures, a Traffic Control Plan will be completed in consultation with the County Highway Department prior to the start of construction. All work zone traffic control ("WZTC") will be done in conformance with New York State Department of Transportation ("NYSDOT") Standard Specifications. CHPE will erect signage at least one week before commencement of work notifying the traveling public of potential work and delays or detours occurring therefrom.

f. CHPE shall plate over any open trenches during non-working hours. CHPE shall not permit any excavation to be made in or upon the Affected Roadway to remain open or uncovered either day or night, without causing the same to be properly barricaded by day and night and, in addition thereto, CHPE shall place at such location signage, flares, red lanterns, or other warning devices by night so as to properly warn all persons of the danger of such excavation. All active and inactive work zones shall be provided with adequate WZTC for the duration of the work within the Affected Roadway.

3. Road Surveys and Routes.

a. CHPE will review the final Project route and Transmission Line Improvements with the County's Engineer or designee. Additionally, CHPE will also consult with the County Engineer or designee to finalize a list of roads that CHPE will constitute Affected Roadway, and **Exhibit B** shall be amended if and as appropriate.

b. Prior to CHPE undertaking any Project Activities, CHPE shall provide the County with the final PSC-approved EM&CP involving the Affected Roadways. The PSC-approved EM&CP involving the Affected Roadways shall serve as the basis for the required Financial Security set forth herein.

c. At least five (5) days prior to the commencement of Project Activities involving the Affected Roadways, CHPE shall prepare and provide to the County a pre-construction video survey of the same, which video survey must be acceptable to the County in its reasonable discretion.

d. If, in the reasonable professional opinion of the County's Engineer or designee, the conditions of an Affected Roadway change after the date of this Agreement and before the start of Project construction activities such that any such Affected Roadway intended to be used for access purposes cannot withstand the structural and functional distress anticipated by heavy vehicular traffic resulting from the Project Activities, the County will so notify CHPE and include in its notice the improvements that would be necessary for CHPE to use the same. CHPE will have five (5) business days from its receipt of such notice to notify the County as to whether it can make alternate route arrangements.

- i. If CHPE notifies the County that it can make alternate route arrangements, CHPE will include in its notice to the County a map and description of its proposed alternate route. The County must notify CHPE within three (3) business days from its receipt of such alternate proposed route whether or not that proposed route is reasonably satisfactory to the County. If the proposed alternate route is not reasonably satisfactory to the County, then CHPE and the County will repeat the above process until an alternate route that is reasonably satisfactory to both parties is agreed upon.
- ii. If CHPE notifies the County that it cannot make alternate route arrangements, then CHPE will make the improvements described in the County's initial notice of changed conditions, which repairs will be at CHPE's cost and completed before the onset of Project Activities.

e. If, during the term of this Agreement, the County's Engineer or designee reasonably believes that the condition of any Affected Roadway has changed after the start of Project construction activities such that the Affected Roadway cannot, due to its condition, withstand or continue to withstand the structural and functional distress anticipated by further heavy vehicular traffic, the County will so notify CHPE and include in its notice the improvements that would be necessary for CHPE to continue using the Affected Roadway. CHPE will have five business days from its receipt of such notice to decide if it can make alternate route arrangements.

- i. If CHPE notifies the County that it can make alternate route arrangements, CHPE will include in its notice to the County a map and description of its proposed alternate route. The County must notify CHPE within three (3) business days from its receipt of such alternate proposed route whether or not that proposed route is reasonably satisfactory to the County. If the proposed alternate route is not reasonably satisfactory to the County, then CHPE and the County will repeat the above process until an alternate route that is reasonably satisfactory to both parties is agreed upon.
- ii. If CHPE notifies the County that it cannot make alternate route arrangements, then CHPE will make the improvements described in the County's initial notice of changed conditions, which repairs will be at CHPE's cost and completed before the resumption of Project Activities.

f. Promptly following the substantial completion of Project Activities within the County, CHPE shall prepare and provide to the County a post-construction video survey of the Affected Roadways acceptable to the County in its reasonable discretion. Within one hundred eighty (180) days after substantial completion of Transmission Line Improvements, CHPE shall prepare and provide the County with “as-built” engineer and surveyor certified plans and maps, in a customary software format which the County may reasonably request (CAD, GPS, etc.). After CHPE has completed Project Activities within the County, CHPE will not use any Heavy Equipment that would cause damage to County roads, unless authorized by the County, where “Heavy Equipment” is defined to include oversize or overweight vehicles and large construction equipment, but which shall not include standard passenger or commercial vehicles.

g. In the event that the County Engineer reasonably believes that Project Activities have deviated from the PSC-approved EM&CP routing within the County without prior written permission from the County, CHPE shall, upon notification from the County, suspend Project Activities unless and until the Construction Inspector provided for at Condition 53(a) of the Certificate has determined that the Project Activities do not in fact deviate from the PSC-approved EM&CP.

4. Road Restoration and Repair of Damage.

a. The standard to be achieved by CHPE in pursuing Project Activities is the return of any Affected Roadway or other public infrastructure used or traversed by CHPE or its contractors to access the Project work site to its original condition as nearly as practicable and, in all events, to restore full service and functionality of the Affected Roadway as soon as reasonably practicable, but no later than sixty (60) days from the date the County sends notice requesting any repairs.

b. No less than forty-five (45) days prior to the commencement of any Project Activities, CHPE shall provide the County with a payment of \$10,000 (the “Deposit”) that the County shall deposit into an escrow account (“Account”). The County may only withdraw funds from the Account to pay for the incremental and out-of-pocket costs, fees, expenses and other bills rendered to or incurred by the County in connection with: (i) the approval of proposed use of Affected Roadways and the assessment of whether the same are suitable for use by Heavy Equipment; and (ii) the County’s monitoring of Project Activities and the performance of its functions as provided for by this Agreement, including payment of any County Designated Engineer (“CDE”) employed by the County to assess road conditions before and after use by CHPE and its contractors with Heavy Equipment, and assessment of any damage to the Affected Roadway(s) caused by the Project Activities (“Allowed Costs”). The County shall provide an itemized statement, together with detailed backup, of any deduction from the Account. If at any time the balance in the Account is reduced to one-third or less of its initial amount, and the County advises CHPE and can demonstrate actual reasonable additional expenses beyond this amount, then CHPE shall provide additional funds for deposit into the Account to cover those reasonable additional expenses.

c. Within fifteen (15) business days of the date upon which CHPE notifies the County that it has completed the initial re-seeding that CHPE will undertake as part of its Project Activities, the County must notify CHPE in writing if it reasonably believes any significant residual damage

to the Affected Roadways exist and were caused by Project Activities. Damage may include but is not limited to cracking, imprinting, pitting, tracking, buckling or asphalt and road base damage, damage to culverts, bridges and/or drainage facilities (“residual project damage”).

d. Within 10 business days of receipt of an allegation of residual project damage from the County, CHPE shall notify the County in writing of its agreement or disagreement with the allegations. If CHPE accepts responsibility, it will proceed with due diligence to rectify the condition. If CHPE declines to accept responsibility, the County shall then submit a written invoice (“damage invoice”) to CHPE, detailing estimates of the costs, fees, and/or expenses incurred or to be incurred by the County to repair the residual project damage.

e. CHPE may elect in its sole discretion either to pay the amount set forth in the damage invoice accompanying the County’s notice, as liquidated damages. In such event, CHPE shall notify the County in writing of its election, and pay the amount within ten (10) business days of receipt of the invoice. If paid in full, the County will have no further claim against CHPE in connection with residual project damage.

f. The manner of repair of any residual project damage by either party shall be in accordance with official industry standards with New York State Department of Transportation and/or municipal requirements that are applicable for the type of road and restoration involved.

g. After the conclusion of Project Activities, the County shall be entitled to withdraw and retain any remaining portion of the initial \$10,000 Deposit made into the Account pursuant to paragraph 4(b) of this Agreement. If CHPE has provided funds to replenish the Account pursuant to paragraph 4(b) of this Agreement beyond the initial Deposit, and any balance remains in the Account against which the County has not claimed reimbursement, said balance shall be returned to CHPE or its assignee.

5. Ongoing Cooperation.

The Parties commit to the taking of such further actions, if and when reasonably requested and consistent with applicable law, as may facilitate the successful achievement of the goals and benefits of the CLCPA and the completion of the Project.

6. Financial Security.

a. Prior to the commencement of any Project Activities, CHPE shall deliver to the County financial security, consisting of either a cash escrow or Letter of Credit (“Financial Security”), which amount is to be calculated based upon the length and types of the Affected Roadways and which shall be sufficient to satisfy the County’s standard requirements for road use and road excavation. The Financial Security shall be in the sum of \$45,000. If a Letter of Credit is provided, it shall be issued by a reliable bank with an A or higher rating and authorized to do business in the State of New York. A form of the Letter of Credit acceptable to the County is attached to this Agreement as **Exhibit C**.

b. The Financial Security shall remain in full force and effect in the stated amount for a period of three (3) months after CHPE’s completion of all Project Activities in the County.

c. The purpose of the Financial Security is to guarantee reimbursement to the County for all labor, material, equipment, expenses and attorneys' fees the County may incur in repairing any residual project damage, to the extent that (i) CHPE's liability for the same has been finally adjudicated, (ii) CHPE has failed to pay the ordered judgment, and (iii) applicable insurance is unavailable to reimburse the County for the aforesaid expenses.

d. After the conclusion of Project Activities, the County shall agree to the cancellation and return of the Financial Security. If a Letter of Credit is used, the original Letter of Credit document shall be returned to CHPE by certified mail at the address listed in Section 17 below.

7. Indemnification and Insurance.

a. CHPE, at its own expense, agrees to the insurance, indemnification and general terms and conditions set forth herein.

b. CHPE shall present to the County Certificates of Insurance evidencing the acquisition of liability insurance coverage naming the County as additional insured, on a primary noncontributory basis, in the amount of at least:

- i. \$1,000,000 per occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products and Completed Operations Aggregate. Death/Bodily Injury: \$1,000,000 per person; \$2,000,000 aggregate.
- ii. Coverage shall include contractual liability.
- iii. Property Damage: \$500,000.
- iv. Coverage provided shall be written on a primary and non-contributory basis over any other insurance that may be available.
- v. All policies shall contain a waiver of subrogation.
- vi. No policy shall exclude coverage for lawsuits alleging violations of New York Labor Law, sections 200, 240(1) a/k/a Scaffold Law and 241(6).
- vii. All policies shall be written with an insurance carrier with a Best's rating of A- or better.

c. Said insurance shall be maintained throughout the period during which Project Activities take place and the aforementioned certificate shall provide for a minimum of fifteen (15) business days' written notice to the County prior to cancellation of coverage [with the exception of non-payment of premium in which case the statutory cancellation clause shall apply].

d. To the extent permitted by the governing law, CHPE shall defend, indemnify, protect, save, and hold the County harmless from and against any and all penalties, fines, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or award of damages, whether compensatory or punitive, or expenses arising therefrom either at law or in equity, which might arise out of, or are

caused by, the Project Activities, whether undertaken by CHPE or its contractors or consultants, or any of the right conferred by this Agreement except to the extent any such claims, suits, demands, causes of action, or award of damages relate to the negligence or willful misconduct of the County or any of its officers, boards, employees, committee members, attorneys, agents, consultants, vendors, contractors and subcontractors. The obligation of CHPE to indemnify and save harmless the County shall extend to the employees, officers, elected officials, and consultants hired by the County.

8. Dispute Resolution.

If a Party has a dispute with the other Party regarding or in connection with this Agreement, then such Party will notify the other Party in writing of such dispute. Before resorting to litigation, the Parties shall use reasonable efforts to settle such dispute through representatives of the Parties for a period of at least thirty (30) days, during which time the parties shall have at least one (1) in-person meeting in Saratoga County.

9. Captions and Headings.

Captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement nor in any way affect this Agreement.

10. Modifications.

This Agreement cannot be amended, modified, or changed orally, but only by agreement in writing signed by the parties.

11. Severability; No Waiver.

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null, void, voidable, or unenforceable, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which remainder shall remain in full force and effect. The waiver by any party hereto or a breach of violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. No waiver is valid unless in writing and signed by party making the waiver. The parties reserve all of their rights and remedies under this Agreement, at law and at equity, including, without limitation, any such rights and remedies under the New York Public Service Law, the New York Eminent Domain Procedure Law, and the New York Transportation Corporations Law.

12. Governing Law; Consent to Jurisdiction.

a. This Agreement shall be governed and construed in accordance with the laws of the State of New York, as in effect from time to time without regard to principles of conflicts of laws.

b. Each party represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as this Agreement shall be in effect.

13. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Except as set forth in the preceding sentence, nothing in this Agreement is intended to be for, or to inure to the benefit of, any person other than the parties hereto, and their respective successors and assigns.

14. Entire Agreement.

The entire agreement of the parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

15. Counterparts.

This Agreement may be executed by electronic signature and transmitted by fax or email in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

16. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

17. Notice.

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon hand delivery, upon the third day following delivery via the United States Postal Service, on the first day following delivery via a nationally registered United States overnight courier service, or on the day when telecopies are sent by facsimile transmission if additional notice is also given under one of the previous three methods within three (3) business days thereafter. For purposes of this Agreement only, any notice to the parties shall be directed to the party as set forth below, with a copy provided via electronic mail.

For CHPE Parties:

CHPE LLC
c/o Transmission Developers Inc.
600 Broadway, Pieter Schuyler Building
Albany, NY 12207
Attn: General Counsel

Jeremiah.Sheehan@transmissiondevelopers.com
Josh.Bagnato@transmissiondevelopers.com

For County:

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

18. Assignment.

Neither Party may assign its rights or its obligations under this Agreement in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld conditioned, or delayed; except no consent of any kind shall be required in the case of an assignment by CHPE to a Permitted Transferee.

IN WITNESS WHEREOF, CHPE and the County have caused their respective, duly authorized officers to execute this Road Use and Crossing Agreement of the day and year first above written.

Saratoga County, New York

CHPE LLC

By: _____

By: _____

CHPE Properties, Inc.

By: _____

EXHIBIT A DEFINITIONS

“**Affiliate**” means with respect to a specified Person: any other Person directly or indirectly in Control of, Controlled by, or under common Control with such specified Person; provided, however, for purposes of this Agreement, Project Company shall not be considered to be an Affiliate of Railroad Company, and vice versa. For purposes of this Agreement, to be in “**Control**” means to be in possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Debt Fund Affiliates**” means (a) any fund or client managed by, or under common management with Blackstone Liquid Credit Strategies LLC, Blackstone Tactical Opportunities Fund L.P. or Blackstone Real Estate Debt Strategies L.P., (b) any fund or client managed by an investment manager within the credit-focused division of The Blackstone Group Inc., (c) any fund managed by Blackstone Alternative Credit Advisors LP, Blackstone Debt Advisors L.P., Blackstone Distressed Securities Advisors L.P., Blackstone Mezzanine Advisors L.P. or Blackstone Mezzanine Advisors II L.P., and (d) any Affiliate of Project Company other than Project Company that is, in each case, a bona fide debt fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course that, in each case of clauses (a) through (d), provides Financing to the Project on terms and conditions that, when considered in the aggregate, are no less favorable to Project Company than the terms and conditions that would be obtained in a comparable arm’s length transaction with a Person that is not an Affiliate of Project Company; provided, that at any time that the aggregate amount of commitments made by Debt Fund Affiliates under the Financing for the Project constitute less than fifty percent (50%) of the aggregate commitments outstanding thereunder, such commitments shall be deemed to have been made on an arm’s length basis for purposes of this definition.

“**Financing**” means each construction, interim, long-term debt or equity financing, refinancing and/or credit support arrangement related to all or a portion of the development, construction or operation of the Project.

“**Investment Grade Rating**” means, with respect to a Person, that such Person has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) at least one Long-Term Credit Rating of no less than (as applicable) ‘BBB-’ from S&P, ‘Baa3’ from Moody’s, or “BBB-” by Fitch.

“**Lender**” means, with respect to Project Company, any Person, other than an Affiliate of Project Company, providing or seeking to provide Financing or financial support in any form in respect of the Project, including any commercial bank, institutional lender, export credit agency, funding agency, underwriter, bondholder, or insurance agency, and any representative, collateral agent, trustee, depository, agent or other designee of such Person; provided, that solely for the purposes of this definition, a Debt Fund Affiliate is not deemed to be an “Affiliate” of Project Company.

“Permitted Transferee” means (i) an Affiliate of CHPE (which shall include (x) existing or future portfolio companies of any investment funds or vehicles Affiliated with or managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. and (y) other investment funds or vehicles managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. (including, in each such case, Blackstone Capital Partners VIII L.P. and Blackstone Energy Partners III L.P.)), (ii) any Lender (x) to whom CHPE collaterally assigns this Agreement or (y) who is exercising its rights and remedies under any documentation related to the Financing at CHPE, (iii) any Industrial Development Agency or Industrial Development Authority formed and existing pursuant to the General Municipal Law and the Public Authorities Law of the State of New York, or (iv) a Qualified Transferee.

“Qualified Transferee” means any Person that has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) either (a) an Investment Grade Rating, (b) a Total Net Worth of at least One Billion Dollars (\$1,000,000,000) or (c) assets under management of at least Ten Billion Dollars (\$10,000,000,000).

“Total Net Worth” means, with respect to any Person, the tangible net worth, bona fide capital commitments and fair market value of investments and other assets over which such Person (together with its Affiliates) collectively has supervisory control.

**EXHIBIT B
MAP**

DRAFT

EXHIBIT C
FORM OF LETTER OF CREDIT

DRAFT



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Department of Public Works

DATE: February 24, 2023

COMMITTEE: Public Works

RE: Funding acceptance for CR 27 pavement preservation project

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Funding acceptance for pavement preservation project

3. Specific Details on what the resolution will authorize:

Resolution authorizing the implementation and funding in the first instance 100% of the federal-aid and State Marchiselli Program-aid eligible costs of a transportation federal aid project and appropriating funds therefore for the CR 27 (Bluebird Road) pavement preservation project in the Town of Moreau in the amount of \$58,854 for preliminary and detailed design services.

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
A-0599.B	App Fund Balance	\$2,943
H2023.50-3590	State Aid	\$8,828
H2023.50-4590	Federal Aid	\$47,083
H2023.50-5031	Transfer from General Fund	\$2,943

Expense

Account Number	Account Name	Amount
A.90.920.9900-H2023	Transfer to 2023 Capital Plan	\$2,943
H2023.50.100-7098	Pro Srv for Cap Purposes	\$58,854

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
\$2,943	\$8,828	\$47,083	

5. Identify Budget Impact:

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

- a. G/L line impacted **See above**
- b. Budget year impacted **2023**
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

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

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

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

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

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

Federal

b. Agency granting funds:

FHWA/NYS DOT

c. Amount of grant:

FHWA (\$47,083), NYSDOT (\$8,828)

d. Purpose grant will be used for:

pavement preservation project

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

Professional design services

f. Time period grant covers:

5 years

g. Amount of county matching funds:

\$2,943

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 sample resolution

10. Remarks:

The project consists of the rehabilitation of 0.55 miles of County Route 27 (Bluebird Road) from the intersection with NYS Route 9 to the intersection with NYS Route 32 in the Town of Moreau.

SAMPLE RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the **Pavement Rehabilitation of County Route 27, Town of Moreau, Saratoga County**, P.I.N. 1761.18 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20 % non-federal funds; and

WHEREAS, the **County of Saratoga** desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of **Design**.

NOW, THEREFORE, the **County of Saratoga Board**, duly convened does hereby

RESOLVE, that the **County of Saratoga Board of Supervisors** hereby approves the above-subject project; and t is hereby further

RESOLVED, that the **County of Saratoga Board of Supervisors** hereby authorizes the **County of Saratoga** to pay in the first instance 100% of the federal and non-federal share of the cost of **Design** work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$ 58,854.00** is hereby appropriated from _____ [or, appropriated pursuant to _____], and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the **Chairman of the Board of Supervisors of Saratoga County** shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the **Chairman of the Board of Supervisors of Saratoga County** be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the **County of Saratoga** with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

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

RESOLVED, this Resolution shall take effect immediately



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Department of Public Works

DATE: February 23, 2023

COMMITTEE: Public Works

RE: Authorize a contract with Greenman Pedersen, Inc. (GPI) for preliminary and detailed design services associated with the Bluebird Road (CR 27) pavement preservation project in the Town of Moreau.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a contract with Greenman Pedersen, Inc.

3. Specific Details on what the resolution will authorize:

Authorize a contract with Greenman Pedersen, Inc. (GPI) in the amount of \$58,854 for preliminary and detailed design services associated with the Bluebird Road (CR 27) pavement preservation project in the Town of Moreau.

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 <input type="checkbox"/>

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:

No Budget Impact. Funds are included in the Department Budget

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

Human Resources Consulted

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

a. Were bids/proposals solicited: Y N

b. Type of Solicitation Professional Service

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: Upon contract execution

f. Termination of contract date: Upon project completion

g. Contract renewal and term: N/A

h. Contact information: Greenman Pedersen, Inc.
80 Wolf Road, Suite 300
Albany, NY 12205

i. Is the vendor/contractor an LLC, PLLC or partnership: No

j. State of vendor/contractor organization: NY

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

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 draft resolution

10. Remarks:

GPI Greenman-Pedersen, Inc.

Engineering and Construction Services

February 13, 2023

Chad Cooke, P.E.
Commissioner of Public Works
Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, New York 12020

Attn.: Thomas A. Speziale
Deputy Commissioner of Public Works

RE: **County Road 27 (Bluebird Road) Pavement Preservation**
PIN 1762.18/SAR 133 | Town of Moreau, Saratoga County, NY

Dear Mr. Speziale:

Thank you for the opportunity to perform professional services for Saratoga County for the subject project. Please find attached for your review, our draft scope of services and engineering fees to perform preliminary and final design services along with construction support and inspection.

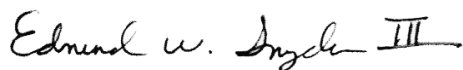
For NYSDOT phase authorization, please use the following costs per our draft engineering fee schedule as follows:

- Preliminary Design – Phase I to IV \$40,165.25
- Detailed Design – Phase V to VI \$18,688.75
- Construction Inspection - \$73,950.00

Construction inspection cannot be requested from NYSDOT without construction phase authorization; therefore, our provided fee of \$73,950.00 should not be requested from NYSDOT at this time.

Should you have any questions regarding the enclosed information or require any additional information, please feel free to contact me at 518.898.9545 or esnyder@gpinet.com.

Very truly yours,
GREENMAN-PEDERSEN, INC.



Edmund W. Snyder III, P.E.
Project Manager

Enc.

M:\Proposals\NYS Counties\Saratoga\2022-2027 AGFTC TIP Grants\CR 27_Bluebird Rd_US 9 to NYS 32\Scope and fee\176218_cover letter.doc



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Department of Public Works

DATE: February 24, 2023

COMMITTEE: Public Works

RE: Funding acceptance for CR 28 pavement preservation project

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Funding acceptance for pavement preservation project

3. Specific Details on what the resolution will authorize:

Resolution authorizing the implementation and funding in the first instance 100% of the federal-aid and State Marchiselli Program-aid eligible costs of a transportation federal aid project and appropriating funds therefore for the CR 28 (Glens Falls-Fort Edward Road) pavement preservation project in the Town of Moreau in the amount of \$44,971 for preliminary and detailed design services.

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
A-0599.B	App Fund Balance	\$2,248
H2023.50-3590	State Aid	\$6,746
H2023.50-4590	Federal Aid	\$35,977
H2023.50-5031	Transfer from General Fund	\$2,248

Expense

Account Number	Account Name	Amount
A.90.920.9900-H2023	Transfer to 2023 Capital Plan	\$2,248
H2023.50.100-7098	Pro Srv for Cap Purposes	\$44,971

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
\$2,248	\$6,746	\$35,977	

5. Identify Budget Impact:

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

- a. G/L line impacted **See above**
- b. Budget year impacted **2023**
- 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:

FHWA/NYSDOT

c. Amount of grant:

FHWA (\$35,977), NYSDOT (\$6,746)

d. Purpose grant will be used for:

pavement preservation project

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

Professional design services

f. Time period grant covers:

5 years

g. Amount of county matching funds:

\$2,248

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 sample resolution

10. Remarks:

The project consists of the rehabilitation of 0.45 miles of County Route 28 (Glens Falls-Fort Edward Road) from the intersection with County Route 27 to the Village of South Glens Falls in the Town of Moreau.

SAMPLE RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the County Route 28 (Glens Falls-Fort Edward Road) Pavement Preservation, Town of Moreau, Saratoga County, P.I.N. 1762.17 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20 % non-federal funds; and

WHEREAS, the **County of Saratoga** desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of **Design**.

NOW, THEREFORE, the **County of Saratoga Board**, duly convened does hereby

RESOLVE, that the **County of Saratoga Board of Supervisors** hereby approves the above-subject project; and t is hereby further

RESOLVED, that the **County of Saratoga Board of Supervisors** hereby authorizes the **County of Saratoga** to pay in the first instance 100% of the federal and non-federal share of the cost of **Design** work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$ 44,971.00** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the **Chairman of the Board of Supervisors of Saratoga County** shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the **Chairman of the Board of Supervisors of Saratoga County** be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the **County of Saratoga** with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

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

RESOLVED, this Resolution shall take effect immediately



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Department of Public Works

DATE: February 23, 2023

COMMITTEE: Public Works

RE: Authorize a contract with Greenman Pedersen, Inc. (GPI) for preliminary and detailed design services associated with the Glens Falls-Fort Edward Road (CR 28) pavement preservation project in the Town of Moreau.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a contract with Greenman Pedersen, Inc.

3. Specific Details on what the resolution will authorize:

Authorize a contract with Greenman Pedersen, Inc. (GPI) in the amount of \$44,971 for preliminary and detailed design services associated with the Glens Falls-Fort Edward Road (CR 28) pavement preservation project in the Town of Moreau.

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:

No Budget Impact. Funds are included in the Department Budget

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

Human Resources Consulted

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

a. Were bids/proposals solicited: Y N

b. Type of Solicitation Professional Service

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: Upon contract execution

f. Termination of contract date: Upon project completion

g. Contract renewal and term: N/A

h. Contact information: Greenman Pedersen, Inc.
80 Wolf Road, Suite 300
Albany, NY 12205

i. Is the vendor/contractor an LLC, PLLC or partnership: No

j. State of vendor/contractor organization: NY

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:

GPI Greenman-Pedersen, Inc.

Engineering and Construction Services

February 13, 2023

Chad Cooke, P.E.
Commissioner of Public Works
Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, New York 12020

Attn.: Thomas A. Speziale
Deputy Commissioner of Public Works

RE: **County Road 28 (Fort Edward Road) Pavement Preservation
PIN 1762.17/SAR 132 | Town of Moreau, Saratoga County, NY**

Dear Mr. Speziale:

Thank you for the opportunity to perform professional services for Saratoga County for the subject project. Please find attached for your review, our draft scope of services and engineering fees to perform preliminary and final design services along with construction support and inspection.

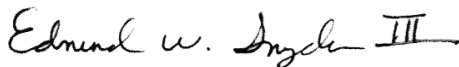
For NYSDOT phase authorization, please use the following costs per our draft engineering fee schedule as follows:

- Preliminary Design – Phase I to IV \$31,456.50
- Detailed Design – Phase V to VI \$13,513.50
- Construction Inspection - \$55,882.00

Construction inspection cannot be requested from NYSDOT without construction phase authorization; therefore, our provided fee of \$55,882.00 should not be requested from NYSDOT at this time.

Should you have any questions regarding the enclosed information or require any additional information, please feel free to contact me at 518.898.9545 or esnyder@gpinet.com.

Very truly yours,
GREENMAN-PEDERSEN, INC.



Edmund W. Snyder III, P.E.
Project Director

Enc.

M:\Proposals\NYS Counties\Saratoga\2022-2027 AGFTC TIP Grants\CR 28_Fort Edward Rd_CR 27 to S. Glens Falls\Scope and Fee\176217_cover letter.doc