



Public Safety Committee

Wednesday, June 28, 2023 2:30PM
40 McMaster Street, Ballston Spa, NY

Chair: John Lant

Members: C. Eric Butler, Joe Grasso, Mark Hammond (vc), Jean Raymond, Kevin Tollisen, Kevin Veitch

Agenda

- I. Welcome and Attendance
- I. Approval of the minutes of the June 7, 2023 meeting.
- II. André Delvaux, Emergency Services
 - a. Authorizing an updated tower license agreement with Cellco Partnership, DBA Verizon Wireless for communications equipment on the County's Radio Communications tower in the Town of Edinburg.
 - b. Authorizing an updated tower license agreement with Cellco Partnership, DBA Verizon Wireless for communications equipment on the County's Radio Communications tower in the Town of Lake Luzerne.
 - c. Authorizing an updated tower license agreement with Cellco Partnership, DBA Verizon Wireless for communications equipment on the County's Radio Communications tower in the Town of Day.
 - d. Authorizing an updated tower license agreement with Cellco Partnership, DBA Verizon Wireless for communications equipment on the County's Radio Communications tower in the Town of Providence.
- III. Committee approval to reduce adoption fees for cats and kittens through December 31, 2023 – Kelly Devall, Animal Shelter
- IV. Other Business
- V. 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: Office of Emergency Management

DATE: 06/15/2023

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize the chair to update a tower license agreement with Cellco Partnership, D/B/A Verizon Wireless, for the placement of communications equipment on the County's radio communications tower in the Town of Edinburg

3. Specific Details on what the resolution will authorize:

This license agreement with Verizon Wireless is for the placement of its communications equipment on the County's Communications Tower in the Town of Edinburg commencing August 1, 2023, with an initial term of 2 years and will automatically renew for an additional nine (9) two (2) year terms. Initial yearly cost to Verizon Wireless will be \$30,000.00 and will increase by 2% each year over the annual renewal amount.

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

County Attorney's Office
Consulted Yes

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

County Administrator's Office
 Consulted Yes

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

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

Amount:

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

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.36-3325
- b. Budget year impacted 2023 - 2043
- 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
Yes

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted Yes

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:

VZW SITE NAME: Edinburg
VZW SITE NUMBER: 20191955954/542316
ATTY/DATE: NP/JANUARY 2020

County of Saratoga Tower License Agreement

This tower license agreement (the "Agreement") is entered into this 1st day of August, ~~2020~~ ²⁰²³ (the "Effective Date") between the **County of Saratoga** (the County"), a municipal corporation duly organized and existing under the laws of the State of New York, with a principal office at 40 McMaster Street, Ballston Spa, New York 12020 and **Cellco Partnership d/b/a Verizon Wireless**, (the "Licensee") with an office for the place of business at 1 Verizon Way, Mail Stop 4AW100d, Basking Ridge, NJ 07920.

In consideration of mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

1.1 **The Site** – The Site consists of that certain parcel of property located in the Town of Edinburg, the County of Saratoga and further identified on the Saratoga County Tax Maps as **Tax Parcel #54.-1-4**, with an address of 393 Military Road, Edinburg, New York, which is as depicted in **Exhibit A** attached hereto and made a part hereof. Said parcel of property is owned by Roger Q. Scott (the "Landowner") pursuant to a deed recorded in the Saratoga County Clerk's Office on May 22, 2007 as Instrument #2007020147. The Landowner conveyed a permanent easement to the County for the construction and maintenance of a radio tower on the Site, and for access to and the construction and maintenance of utilities to the Site, pursuant to an Agreement executed by the Landowner and County dated August 6, 2008.

1.2 **Communications Facility** – Means all communications equipment, equipment cabinet, generator, meter, and panel antenna to be installed and used by the Licensee at the Site, as shown on the Property Plan, Detail Site Plan, and Elevation collectively attached hereto as **Exhibit B** and made a part hereof.

2. LICENSE, EQUIPMENT, LICENSE SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT

2.1 **License to Install, Operate and Maintain Equipment** – The County hereby ^{Updates} grants a license to the Licensee to install, operate and maintain the equipment at the Site within the license space, as such equipment and licensed space is described in and subject to the approved "Collocation Application" attached hereto as **Exhibit C** and as shown in the Detail Site Plan attached hereto as **Exhibit B**. Such license is subject to the site rules as promulgated by the County and communicated to Licensee and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations as identified in **Exhibit B and Exhibit C**.

2.2 **Application for Modification** – Licensee shall apply to make modifications by submitting a request to the County in writing with technical documentation outlining the modifications and such other information as may be required by the County to sufficiently analyze the request for modification to the Site. The Licensee shall be responsible for reasonable costs the County may incur for engineering analysis of the Licensee's

application. The County shall advise the Licensee of those costs prior to the submission of the application for modifications. The County may require a structural analysis be conducted by engineering firm of the County's choice. An intermodulation study may be required by the County in connection with the proposed modification and the reasonable cost for the review of the intermodulation study by a consultant of the County's choice to be paid by the Licensee. No modification may be undertaken by the Licensee until such time as written permission has been granted by the County. Such written permission shall constitute an amendment to this Agreement. Notwithstanding the foregoing, Licensee maintains the right to perform routine maintenance and repairs, without County's written permission for all replacements, and any upgrades that do not modify the structural loading of the Communications Facility, proposed to be made to the Communications Facility.

2.3 Conditions Precedent to Installation of Equipment or Commencement of Term or Modification – Notwithstanding anything to the contrary herein, the parties agree that the term for this Agreement shall not become effective and Licensee's right to install equipment or make modifications to equipment at the Site shall not commence until the following conditions are satisfied:

1. The Site Application has been approved by the County;
2. A structural analysis has been conducted and approved by the County;
3. An intermodulation RF study has been conducted and approved by the County;
4. The Licensee has supplied all required permits to the County from all required governmental authorities allowing installation;
5. All fees have been paid to the County and others as required;
6. Written authorization from the County has been supplied to the Licensee for the installation of equipment;
7. Other requirements as may be required by the County

In the event that Licensee breaches this Agreement by installing equipment or making modifications other than as permitted hereunder, then in addition to all other remedies available to the County, the County shall be entitled to receive and the Licensee shall pay to the County, upon notice from the County, an administrative fee equal to one quarter the annual basic fee set forth in Section 5.1 herein.

2.4 Performance of Work – The Licensee shall notify the County when work of any kind is to be performed at the Site (inclusive of tower, shelter and other peripheral equipment) 48 hours in advance. If the work to be performed is emergency work, the County shall be notified immediately. Notice may be provided by telephone using the telephone numbers in Section 3.3. The County shall be sole judge of the workmanship compliance at the Site, but shall use its reasonable judgment to make such determination. If required by the County the Licensee agrees to remedy any deficiencies in workmanship to the site upon notification by the County.

2.5 Documentation – The Licensee shall provide to the County such documentation described below:

1. Structural Analysis
2. Building Permit
3. Intermodulation Studies
4. Site Plans

VZW SITE NAME: Edinburg
VZW SITE NUMBER: 20191955954/542316
ATTY/DATE: NP/ JANUARY 2020

5. Antenna Specifications
6. ERP of RF output
7. FCC Licenses
8. Insurance Certificates
9. Other documents as may be reasonably required

Such documents shall be made available to the County within thirty (30) days of its request, provided however, License shall have additional time to provide such documentation if said studies or reports take more than thirty (30) days to complete. Subject to first providing notice pursuant to Section 9, the failure to provide documents shall constitute a breach of this Agreement.

3. ACCESS, USE OF SITE

3.1 **Access to Site** – The County hereby grants to the Licensee a non-exclusive license for pedestrian and vehicular ingress and egress from the Site over the designated access route to the Site depicted as Fraker Mountain Road in **Exhibit A** on a 24 hour, seven (7) days per week basis, subject to proper notifications as described in Section 2.4 for the sole purpose of maintaining, operating and repairing the Communications Facility, together with the license to maintain, operate and repair utility lines, wires, cable and other means of providing utility service to the Site. The License granted by the County to Licensee is over the access and tower maintenance easement conveyed by the Landowner to County. The County will not remove snow from the access road since this is not feasible for this terrain. Access will be made by all-terrain vehicle or by foot.

3.2 **Authorized Persons; Safety of Personnel** – Licensee's right to access shall be limited to authorized employees, contractors and sub-contractors of the Licensee or other persons under their direct supervision. Licensee shall not allow any person to climb the tower without ensuring that such person works for a vendor approved by the County for the subject work.

3.3 **Notice to County** – The Licensee agrees to provide the County prior notice of any access to the Site by the Licensee as described in Section 2.4. The Licensee shall notify the Saratoga County Office of Emergency Services a 518-885-2232 or after hours 518-885-6761 (Sheriff's Department).

Management
3.4 **Licensee's Use of Site** – The Licensee shall use the site to install, operate and maintain the equipment approved for the Site as described in **Exhibit C**. The Licensee shall transmit and receive only within the frequency ranges approved by the County and identified by Licensee in **Exhibit C**; provided, however, that identification of frequencies is for the limited purpose of coordinating frequencies to prevent interference and does not establish any limits on Licensee's ability to use any and all frequencies available to Licensee or its rights in this Agreement. Notwithstanding the foregoing, if Licensee needs to modify its approved equipment to accommodate use of a frequency, Licensee shall first obtain the County's written permission prior to making any such modification consistent with Section 2.3.

3.5 **Permits, Authorizations and Licenses** – The Licensee shall be solely responsible for obtaining at its own expense all permits, authorizations (local zoning, local planning and Adirondack Park Agency) and licenses associated with its occupancy of the licensed space.

3.6 **Utilities** – Licensee shall pay for all electricity and other utilities it uses. Separate metering is required.

3.7 ~~Provided Equipment and Services~~ Licensee will provide the County, at Licensee's expense, with an LTE modem and wireless circuit that meets the needs for public safety present and/or future.

Delek 3.7

4. TERM

4.1 **Term of Agreement** – The initial license term will be ~~five (5)~~ ^{Two (2)} years (Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the ~~fifth (5th)~~ ^{Second (2nd)} anniversary of the Effective Date.

4.2 **Term Renewal** – This Agreement will automatically renew for up to ~~eight (8)~~ ^{Nine (9)} additional ~~five (5)~~ ^{Two (2)} year terms (each ~~five (5)~~ ^{Two (2)} year term shall be defined as an "Extension Term"), upon the same terms and conditions unless the Licensee notifies the County in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or any Extension Term, as applicable.

5. CONSIDERATION

5.1 **Basic Payment** – Commencing in the month following the ~~date that Licensee commences construction~~ ^{effective} (the "~~Rent commencement date~~"), Licensee shall pay to County the sum of ~~\$26,400~~ ^{\$30,000.00} per year for its license and use of the Site, access road and easements to the Site. The Licensee's payment shall be remitted to The County of Saratoga, 40 McMaster Street, Ballston Spa, NY 12020. The Licensee shall include the "EDINBURG Tower Payment" on each payment. Payments shall be made in equal monthly installments on or before the fifth (5th) day of the month commencing on ~~January 1, 2020~~ ^{September 1, 2023}.

5.2 **Adjustments to Basic Payment** – The basic payment shall be increased ^{yearly on the anniversary of effective date} upon the renewal of the ~~Agreement for each Extension Term~~ by an amount equal to ~~10%~~ ^{2%} of the immediately preceding Extension Term. The payment shall never decrease.

5.3 **Landowner's Share of Basic Payments** – Licensee acknowledges that pursuant to the Agreement executed by County and the Landowner dated August 6, 2008, the County must pay to Landowner, his heirs, successors or assigns, fifty per cent (50%) of all payments made by Licensee to County for the right conveyed to County to co-locate the communications equipment of other entities on County's radio tower for non-governmental or commercial purposes.

5.4 **Taxes** – The Licensee shall be responsible to pay any real property taxes attributed to the installation of its Communication Facility at the site. The Licensee hereby holds the County harmless from the payment of any tax payments owed by Licensee under this Section 5.3.

6. INTERFERENCE

6.1 **Interference by Licensee** – The Licensee agrees it shall not operate its Communication Facility at the Site in such a fashion as to cause RF interference with the County's Public Safety Radio Equipment. If Licensee's Communications Facility is causing interference, and continues for a period in excess of 48 hours following notice to the Licensee, which notice shall be made via telephone to Licensee's Network Operations Center at either (800) 224-6620 or (800) 621-2622, Licensee shall take all appropriate steps to confirm if Licensee's equipment is causing the interference, and if the equipment is confirmed to be causing

interference, reduce power or cease operations of the interfering equipment until the interference is cured. The County may grant, after the Effective Date, a lease, license or any other right to any third party for use of the property identified in Section 1.1, provided such use does not interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. The County will not, nor will the County permit its employees, tenants, licensees, invitees, agents or contractors to interfere with Licensee's Communication Facility, Licensee's authorized operations or any rights of Licensee under this Agreement. County will take reasonable precautions to prevent interference with Licensee's operations. The County anticipates entering into additional licensing agreements for this tower site with third party carriers and agrees that it will insert language into such additional licensing agreements, which will prohibit such third party carriers from interfering with Licensee's Communications Facility or its rights under this Agreement.

7. INSURANCE

7.1 **Insurance** – The Licensee shall carry public liability insurance covering its use of the Site in terms and form as is satisfactory to the County. The policy shall include the County of Saratoga as an additional insured. The Licensee shall provide the County with proof of such insurance coverage in a form that is acceptable to the County. **Exhibit D** shall set forth coverage limits required by the County. All insurance policies and coverages shall be approved by the County Attorney.

8. MUTUAL INDEMNIFICATION

8.1 Each party shall indemnify, defend and hold the other party, its affiliates, subsidiaries, directors, officers, employees and contractors harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of indemnifying party's and/or any of its contractors, subcontractors, servants, agents or invitees' negligence or willful misconduct.

9. DEFAULTS, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

9.1 Failure by the Licensee to either pay any amount due hereunder within thirty (30) days of written notice from the County that said payment is delinquent or cure any breach of any covenant (not related to timeliness of payment) herein within thirty (30) days of written notice from the County of said breach, or, if the failure cannot reasonably be remedied in such time, if Licensee does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, shall constitute an event of default hereunder. Failure by the County to cure any breach of any covenant herein within thirty (30) days of written notice from the Licensee shall constitute an event of default hereunder. In the event of default, Licensee shall immediately make full payment of all amounts that are payable pursuant to Section 5.1 of the Agreement for such Initial Term or Extension Term, as applicable. Except as otherwise provided in the Agreement, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise.

VZW SITE NAME: Edinburg
VZW SITE NUMBER: 20191955954/542316
ATTY/DATE: NP/ JANUARY 2020

10. GOVERNING LAW

10.1 The laws of the State of New York shall govern this Agreement and any dispute related to this Agreement shall be resolved by litigation in the State of New York, County of Saratoga.

11. ASSIGNMENT, SUBLEASE, SHARING

11.1 The Agreement may not be sold, assigned or transferred in whole or in part by the Licensee without prior written permission from the County. However, Licensee will have the right to assign, sell or transfer its interest under this Agreement without the prior written permission from the County to Licensee's "affiliate" (hereinafter defined) or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the FCC in which the site is located by reason of a merger, acquisition or other business reorganization. An affiliate is any person or entity that directly or indirectly controls, is controlled by or under common control with the Licensee, where control shall mean the power to direct the management of the policies of that person or entity, whether through the ownership of voting securities, by contract, agency or otherwise. The Licensee shall not sub-lease its interest in the Agreement without prior written permission from the County. The Licensee shall not share the use of its equipment with any non-affiliate third party.

12. NOTICES

12.1 All notices hereunder shall be in writing and shall be given by established express delivery service which maintains records, hand delivery or certified registered mail, postage prepaid, return receipt requested. Emergency notifications may also be made by facsimile transmission to County and by phone to Licensee at the Verizon Network Operations Center at (800) 264-6620, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt or upon attempted delivery if delivery is refused or if delivery is impossible. Notices shall be sent to the parties at the following addresses:

To Licensee:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

To County:

County of Saratoga County
40 McMaster Street
Ballston Spa, NY, 12020

Copy to (but does not constitute notification or service):

VZW SITE NAME: Edinburg
VZW SITE NUMBER: 20191955954/542316
ATTY/DATE: NP/JANUARY 2020

Saratoga County Office of Emergency Services *Management*

~~25 West High Street~~ *6012 County Farm Road*
Ballston Spa, NY 12020

Phone: (518) 885-2232

Fax: (518) ~~884-4707~~ *885-2278*

13. TERMINATION

13.1 This Agreement may be terminated, without penalty or further liability, as follows:

1. By either party if the other party is in default as described in Section 9.1 or elsewhere in this Agreement after the applicable cure periods;
2. By Licensee upon written notice to the County if Licensee is unable to obtain, or maintain any required approvals or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communications Facility;
3. By Licensee, upon written notice to the County for any reason or no reason, at any time prior to commencement of construction by Licensee; and
4. By Licensee upon 60 days' prior written notice to the County and for any reason or no reason, provided Licensee pays to the County a termination fee equal to $\frac{1}{4}$ of the annual basic payment under Section 5.1. Within 90 days of the expiration or earlier termination of the Agreement, Licensee will remove the Communications Facility from the site and to the extent practicable, will restore the site to it's the same condition it was at the commencement of this Agreement, reasonable wear and tear and loss by other causes beyond Licensee's control excepted.
5. By the County, upon 90 days' prior written notice to the Licensee, in the event: i) the County's APA permit (if applicable) for the tower is revoked, cancelled or terminated for any reason; or ii) of Licensee's breach of any provision set forth in this Agreement and Licensee's failure to cure such breach within and additional 60 days of being advised in writing by the County of the occurrence or existence of such breach pursuant to Section 9.

VZW SITE NAME: Edinburg
VZW SITE NUMBER: 20191955954/542316
ATTY/DATE: NP/ JANUARY 2020

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

County of Saratoga

By: _____ Date: _____

Print Name: ~~Kevin J. Tollisen~~ Theodore T. Kusnierz, JR.
Title: Chairman, Board of Supervisors
Pursuant to Resolution ~~-2020~~ 2023

Licensee:

Cellco Partnership d/b/a Verizon Wireless Date: _____

By: _____

Print Name: Robert Boice → ? Same person

Title: Executive Director Network Field Engineering ?

APPROVED AS TO FORM AND CONTENT:

County Attorney

VZW SITE NAME: Edinburg
VZW SITE NUMBER: 20191955954/542316
ATTY/DATE: NP/JANUARY 2020

Exhibit A

(Tax Map Depicting Tower Site on Tax Parcel #54.-1-4)



Tax Parcel
54-1-4

NYS GIS Office Program Office

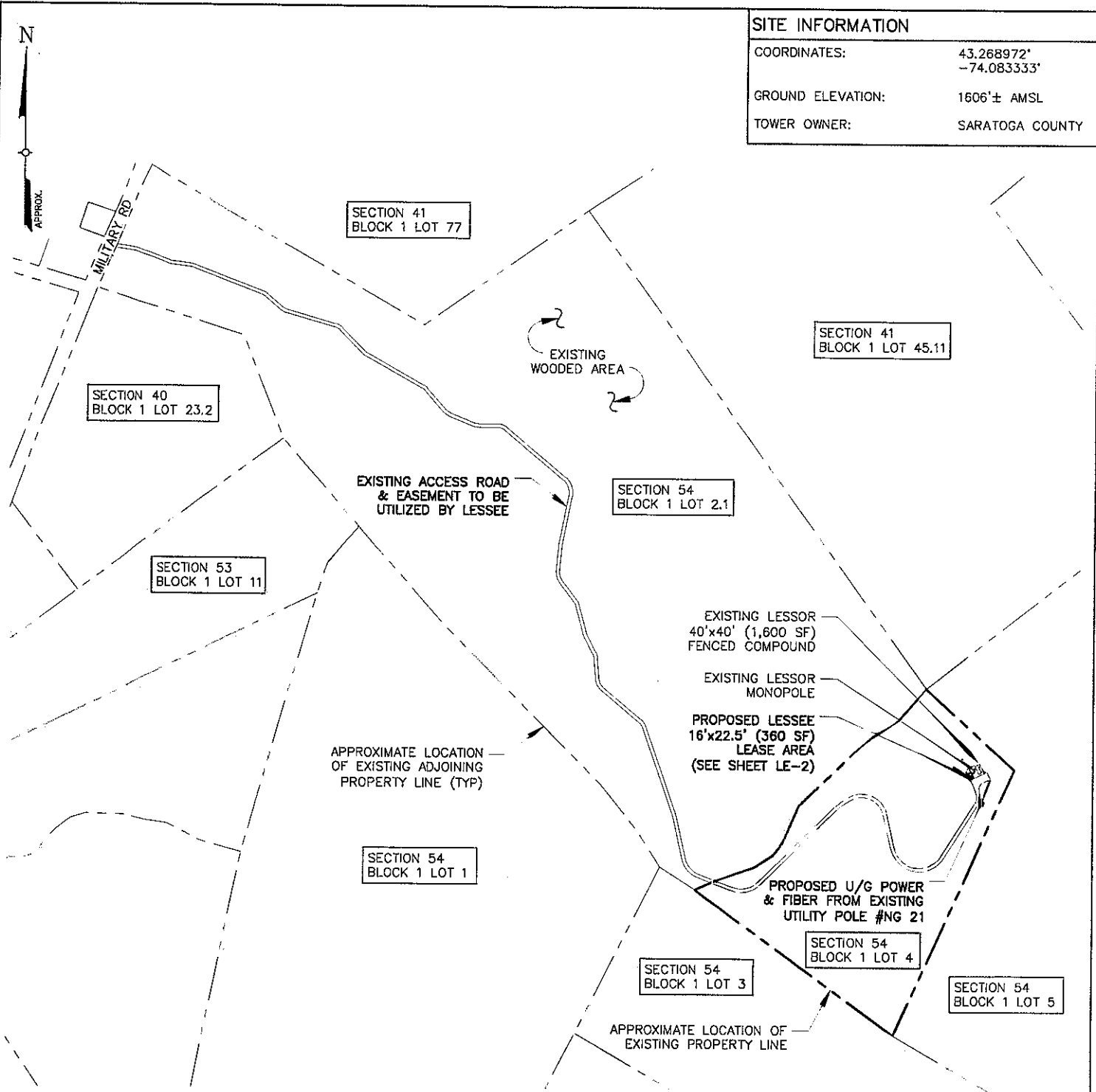
			<p>Fraker Mtn. Tower Lat: 43° 16.145' N Long: 74° 5.002' W</p>	
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VZW SITE NAME: Edinburg
VZW SITE NUMBER: 20191955954/542316
ATTY/DATE: NP/ JANUARY 2020

Exhibit B

(Property Plan, Detail Site Plan and Elevation)

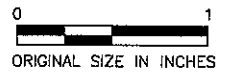
SITE INFORMATION	
COORDINATES:	43.268972' -74.083333'
GROUND ELEVATION:	1606'± AMSL
TOWER OWNER:	SARATOGA COUNTY



NOTE

1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
2. FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.

1 PROPERTY PLAN
LE-1 SCALE: 1" = 500'



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
70 Pleasant Hill Road Phone: (845) 534-5959
P.O. Box 37 (800) 829-8531
Mountainville, NY 10953 www.tectonicengineering.com

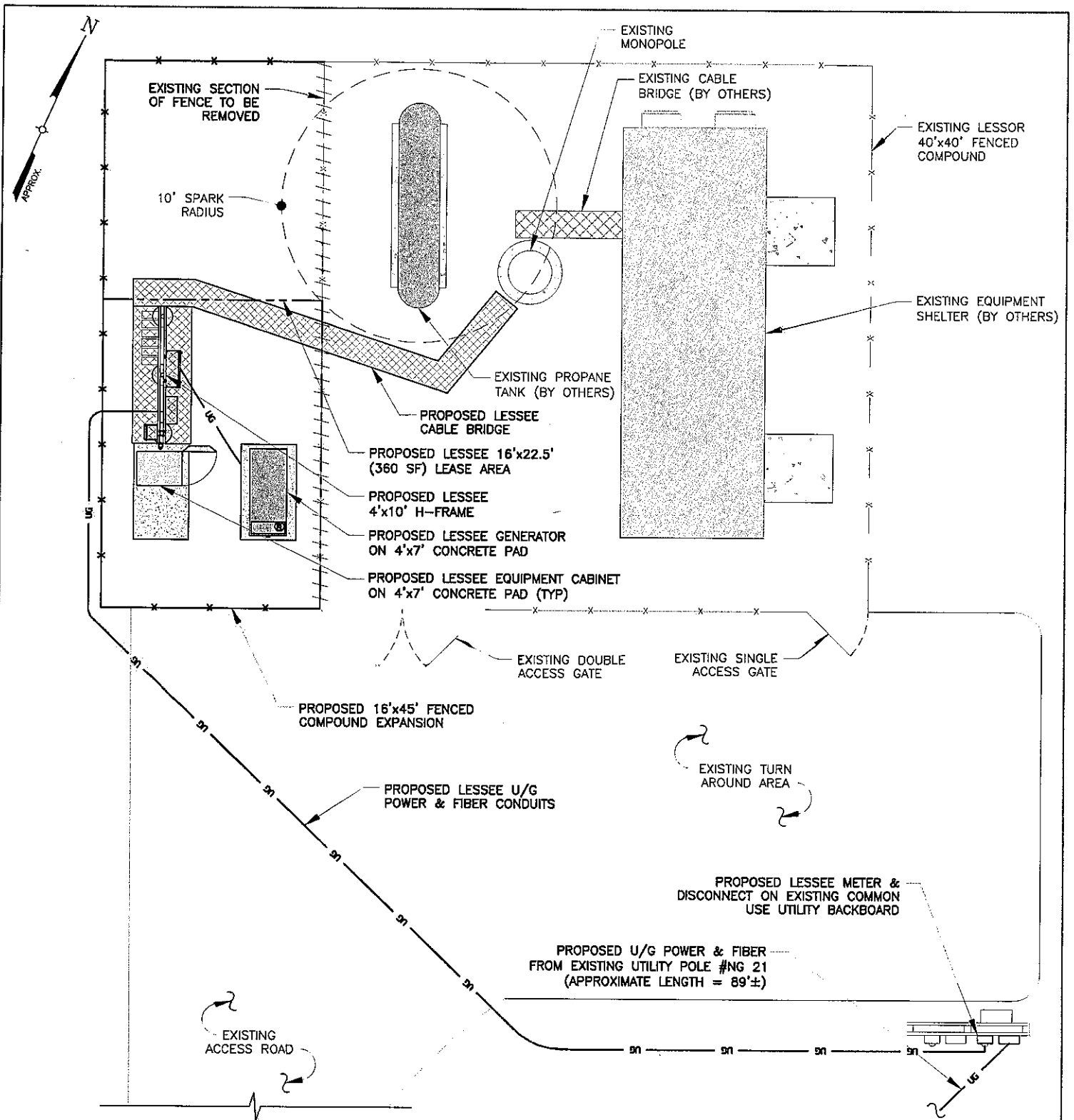
Project Contact Info
36 British American Blvd.
Suite 101
Latham, NY 12110 Phone: (518) 783-1630

EDINBURG - LEASE EXHIBIT

PROJECT # 20191955954 - LOCATION CODE # 542316

393 MILITARY RD - TOWN OF EDINBURG - SARATOGA COUNTY, NY 12134

CELLCO PARTNERSHIP,
(LESSEE)
1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586



NOTE:
FINAL FIBER/TELCO ROUTING TO
BE DETERMINED BY PROVIDER.

1
LE-2

DETAIL SITE PLAN

SCALE: 1" = 10'

0 1
ORIGINAL SIZE IN INCHES

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
70 Pleasant Hill Road Phone: (845) 534-5959
P.O. Box 37 (800) 829-6531
Mountainville, NY 10953 www.tectonicengineering.com
Project Contact Info
36 British American Blvd.
Suite 101
Latham, NY 12110 Phone: (518) 783-1630

EDINBURG - LEASE EXHIBIT

PROJECT # 20191955954 - LOCATION CODE # 542316

393 MILITARY RD - TOWN OF EDINBURG - SARATOGA COUNTY, NY 12134

CELLCO PARTNERSHIP,
(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:9725.12

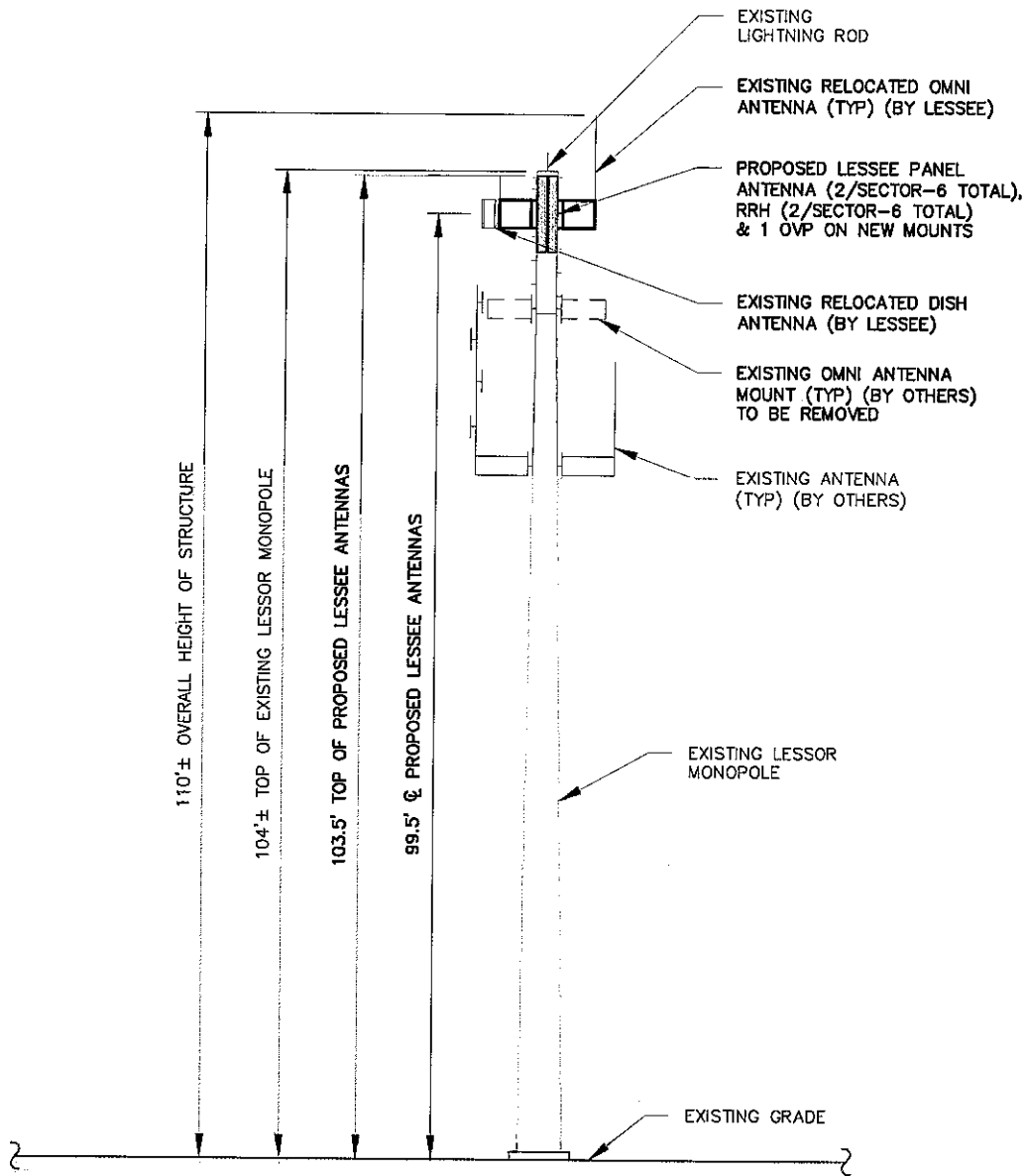
ISSUED BY: TRR

DATE: 12/26/19

SCALE: AS NOTED

SHEET: LE-2

REV: 2



1 ELEVATION
LE-3 SCALE: 1" = 20'

0 1
ORIGINAL SIZE IN INCHES

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
70 Pleasant Hill Road Phone: (845) 534-5959
P.O. Box 37 (800) 829-8531
Mountainville, NY 10953 www.tectonicengineering.com

Project Contact Info
36 British American Blvd.
Suite 101
Latham, NY 12110

Phone: (518) 783-1630

EDINBURG - LEASE EXHIBIT

PROJECT # 20191955954 - LOCATION CODE # 542316

393 MILITARY RD - TOWN OF EDINBURG - SARATOGA COUNTY, NY 12134

CELLCO PARTNERSHIP,
(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:9725.12

ISSUED BY: TRR

DATE: 12/26/19

SCALE: AS NOTED

SHEET: LE-3

REV: 2

VZW SITE NAME: Edinburg
VZW SITE NUMBER: 20191955954/542316
ATTY/DATE: NP/ JANUARY 2020

Exhibit C
(Collocation Application)



SARATOGA COUNTY OFFICE OF EMERGENCY SERVICES

Collocation Application

CONTACT US: 25 West High Street Ballston Spa, NY 12020
(518) 885-2232 EmergencyServices@saratogacountyny.gov

All information must be completed on the application for consideration. Incomplete applications may delay processing. This application will become an exhibit to the Fraker site agreement.

Date: 11/18/2019
Tower Site: Fraker, 393 Military Road, Town of Edinburg

ADMINISTRATIVE SECTION

Licensee Information:

Company Legal Name: Cellco Partnership d/b/a Verizon Wireless

Street Address: One Verizon Way, Mail Stop 4AW100d

City: Basking Ridge State: NJ Zip: 07920

Contact Information (Project Manager):

Name: Sara Colman

Company Legal Name: Airosmith Development Inc

Street Address: 32 Clinton St

City: Saratoga Springs State: NY Zip: 12866

Phone: 518-461-7114 Fax: N/A

Email: scolman@airosmithdevelopment.com

Signature: *Sara Colman* Date: Nov.18.2019

Billing Information:

Company Legal Name: N/A

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Federal Tax ID: _____

TECHNICAL SECTION

Antenna Information

	Sector 1 (Transmit Antenna)	Sector 2 (Receive Antenna)	Sector 3
Antenna Height AGL	99	<u>99</u>	<u>99</u>
Antenna Quantity	2	2	<u>2</u>
Antenna Manufacturer	JMA	<u>JMA</u>	<u>JMA</u>
Antenna Model (Attach Specs)	MX06FIT865-02	MX06FIT865-02	MX06FIT865-02
Antenna Dimensions	95.9" x 12.2" x 10.7"	95.9" x 12.2" x 10.7"	95.9" x 12.2" x 10.7"
ERP (watts)			
Azimuth	60	180	300
Antenna Mount Type	Commscope 2" Spacing antenna Bracket	Commscope 2" Spacing antenna Bracket	Commscope 2" Spacing antenna Bracket
Tower Mount Amplifiers (TMA)	Yes – 2 RRH / 1 OVP BOX	Yes -2	<u>Yes -2</u>
TMA Manufacturer	Samsung	Samsung	Samsung
TMA Model	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C / Raycap OVP Box RVZDC-6627-PF-48</u>	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C</u>	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C</u>
TMA Dimensions	<u>26" x 12.9" x 8.1" / 28.9" x 10.3" x 15.7"</u>	<u>26" x 12.9" x 8.1"</u>	<u>26" x 12.9" x 8.1"</u>
Number of Transmission Lines	1 Hybrid Cable		
Diameter of Trans Lines	12x24		
Manufacturer of Trans Lines	N/A		
GPS Antenna	No		

Dimension of Building Pad	4' x 7' concrete pad for equipment cabinets. 4' x 7' concrete pad for generator.	Total Floor Space Needed	16.6' x 22.5'	Total Sq. Ft. 371.25
Shelter Size	N/A	Outdoor Cabinets	Quantity	Size
Power and Generator				

Power Requirements (volts)	200 amps			
Back Up Power Required?	YES	Generator Manufacturer		
Generator Size		Kilowatt Output N/A	30kW	
Fuel Type	Diesel			

RF Information:

Technology Type			
Transmit Frequencies (range)			
Receive Frequencies (range)			
Call Sign		FCC License Expiration Date:	

Microwave Technology (If Applicable)

Antenna Height AGL	N/A
Antenna Quantity	
Antenna Manufacturer	
Antenna Model (Attach Specs)	
Antenna Dimensions	
ERP (Watts)	
Azimuth	
Antenna Mount Type	

Special Notes:

VZW to move the existing omni antennas onto the VZW mount and the microwave dish down on the monopole roughly to 82-85 feet. When Verizon is doing the work on the monopole, as part of the project, Verizon Wireless to relocate the microwave dish for the County to approx 82-85 feet on the monopole.

NOTE: No changes, additions, deletions or alterations to this application are permitted. If unauthorized changes, additions, deletions or alterations are found it may be grounds for dismissal of the applications and loss of access to the site.

YZW SITE NAME: Edinburg
YZW SITE NUMBER: 20191955954/542316
ATTY/DATE: NP/JANUARY 2020

Exhibit D

(County Insurance Requirements)

The Licensee shall at all times maintain comprehensive general liability insurance issued by a company licensed to do business in the State of New York covering the Site and Communications Facility in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Licensee may utilize umbrella/excess liability coverage to achieve the limits required herein, which coverage must be as broad as the primary coverage. The policy shall name the County of Saratoga, 40 McMaster Street, Ballston Spa, NY, 12020, as an additional insured, and Licensee shall provide the County with proof of such additional insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to County. All insurance provided must be approved by the Saratoga County Attorney.

2/25/20



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 48 - 2020

Introduced by Supervisors Peck, Lant, Lawler, O'Connor, Raymond and Wright

AUTHORIZING THE CHAIR TO EXECUTE A TOWER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS, FOR THE PLACEMENT OF COMMUNICATIONS EQUIPMENT ON THE COUNTY'S RADIO COMMUNICATIONS TOWER IN THE TOWN OF EDINBURG

An updated tower license agreement

WHEREAS, as part of the County's Emergency Radio System, the County constructed a radio communications tower on lands located at 393 Military Road, in the Town of Edinburg, which lands are identified on the Saratoga County Tax Maps as Tax Parcel #54.-1-4; and

WHEREAS, the County does not own the parcel upon which the radio communications tower was constructed in the Town of Edinburg, but instead was granted an easement by the landowner, Roger Scott, to construct, operate and maintain the radio communications tower on said site; and

WHEREAS, Cellco Partnership, d/b/a Verizon Wireless, ("Verizon Wireless") is interested in licensing space on the County's Communications Tower in the Town of Edinburg for the placement, operation and maintenance of communications equipment in support of the operation of Verizon Wireless's communications network; and

WHEREAS, the County's easement agreement with Roger Scott, dated August 6, 2008, provides that if the County co-locates antennas or other communications equipment on the tower for non-governmental or commercial purposes, the County shall pay to Roger Scott fifty per cent (50%) of any rental or license fee received from the owners of such antennas or other communications equipment; and

WHEREAS, our Public Safety Committee and the Commissioner of the County's Office of Emergency Services have recommended that the County enter into a license agreement with Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Edinburg for a term of ~~five (5) years commencing March 1, 2020, subject to renewal for up to eight (8) additional terms of five (5) years each, at a rental cost to Verizon Wireless of \$26,400 per year during the initial five (5) year term, subject to a ten per cent (10%) increase for each renewal term of five (5) years over the preceding five (5) year term; now, therefore, be it~~

RESOLVED, that the Chair of the Board is hereby authorized to execute a Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications

NEW TERMS
*Term 2 years
*Renew auto + add'l 9 terms
* 2% increase each year
\$30,000

Tower in the Town of Edinburg, for a term of ~~five (5) years commencing March 1, 2020, subject to renewal for up to eight (8) additional terms of five (5) years each, at a rental cost to Verizon Wireless of \$26,400 per year during the initial five (5) year term, subject to a ten per cent (10%) increase for each renewal term of five (5) years over the preceding five (5) year term; and, be it further~~

New Terms

RESOLVED, that pursuant to its Agreement with Roger Scott dated August 6, 2008, the County shall pay fifty percent (50%) of the rent received from Cellco Partnership, d/b/a Verizon Wireless, its successors or assigns, to Roger Scott; and, be it further

RESOLVED, that the form and content of such Tower License Agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.



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: Office of Emergency Management

DATE: 06/15/2023

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize the chair to update a tower license agreement with Cellco Partnership, D/B/A Verizon Wireless, for the placement of communications equipment on the County's radio communications tower in the Town of Lake Luzerne.

3. Specific Details on what the resolution will authorize:

This license agreement with Verizon Wireless is for the placement of its communications equipment on the County's Communications Tower in the Town of Lake Luzerne commencing August 1, 2023, with an initial term of 2 years and will automatically renew for an additional nine (9) two (2) year terms. Initial yearly cost to Verizon Wireless will be \$30,000.00 and will increase by 2% each year over the annual renewal amount.

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

County Attorney's Office
Consulted Yes

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

County Administrator's Office
Consulted Yes

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

Revenue

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

Expense

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

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

Amount:

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

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.36-3325
- b. Budget year impacted 2023 - 2043
- 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
Yes

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted **Yes**

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:

**County of Saratoga
Tower License Agreement**

This tower license agreement (the "Agreement") is entered into this 19 day of August, ~~2020~~ 2023 (the "Effective Date") between the **County of Saratoga** (the "County"), a municipal corporation duly organized and existing under the laws of the State of New York, with a principal office at 40 McMaster Street, Ballston Spa, New York 12020 and **Cellco Partnership d/b/a Verizon Wireless** (the "Licensee") with an office for the place of business at ~~One~~ 50 (4AW100d) Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920.

In consideration of mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

1.1 **The Site** – The Site consists of that certain parcel of property located in the Town of Lake Luzerne, the County of Warren and further identified on the Warren County Tax Maps as **Tax Parcel #292.-1-51**, with an address of 466 Lake Ave, Lake Luzerne, New York, which is as depicted in **Exhibit A** attached hereto and made a part hereof. Said parcel of property is owned by the Town of Lake Luzerne, acting on behalf of the Lake Luzerne Water District (the "Landowner") and consists of:

- a) the premises identified as the "Fenced Tower Site" and/or "Proposed Fence Tower Site Area" on certain acquisition maps and in a description prepared by The Chazen Company attached to and incorporated into the Order of the Honorable David B. Krogmann on November 5, 2009 and entered and recorded thereafter in the Office of the Warren County Clerk on November 13, 2009 in Book 3903 of Real Property at Page 194 and further identified as Document 8601; and
- b) a portion of the premises as was conveyed by Warranty Deed from Marie Maida to the Town of Luzerne (n/k/a the Town of Lake Luzerne) dated November 10, 1977 and recorded in the Warren County Clerk's Office on November 15, 1977 in Book 609 of Deeds at Page 1056, and being the same premises as are identified as "Parcel I Town Driveway Parcel" on certain acquisition maps prepared by The Chazen Company attached to and incorporated into the Order of Acquisition signed by the Honorable David B. Krogmann on November 5, 2009 and entered and recorded thereafter in the Warren County Clerk's Office on November 13, 2009 in Book 3903 of Real Property at Page 194 and further identified as Document 8601.

The Landowner conveyed a permanent easement to the County for, among other things, the construction, operation and maintenance of a radio tower on the Site; for the installation and maintenance of utilities to the Site; and for ingress and egress to the Site, pursuant to Bargain and Sale Deed of Easements executed by the Town of Lake Luzerne to the County dated April 26, 2010. Said Bargain and Sale Deed of Easements was never recorded in the Office of the Warren County Clerk, and the original of said Bargain and Sale Deed of Easements cannot be located for recording. A replacement Bargain and Sale Deed of Easements dated September 30, 2020 has been executed by the Town of Lake Luzerne, acting on behalf of the Lake Luzerne Water District, to the County of Saratoga and recorded in the Warren County Clerk's Office on October 2, 2020 in Book 6196 of Deeds at Page 58, as Document #2020-6363.

1.2 **Communications Facility** – Means all communications equipment, equipment cabinet, generator, meter, and panel antenna to be installed and used by the Licensee at the Site , as shown on the Property Plan, Detail Site Plan, and Elevation collectively attached hereto as **Exhibit B** and made a part hereof.

2. LICENSE, EQUIPMENT, LICENSE SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT

2.1 **License to Install, Operate and Maintain Equipment** – The County hereby grants a license to the Licensee to install, operate and maintain the equipment at the Site within the license space, as such equipment and licensed space is described in and subject to the approved “Collocation Application” attached hereto as **Exhibit C** and as shown in the Detail Site Plan attached hereto as **Exhibit B**. Such license is subject to the site rules as promulgated by the County and communicated to Licensee and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations as identified in **Exhibit B and Exhibit C**.

2.2 **Application for Modification** – Licensee shall apply to make modifications by submitting a request to the County in writing with technical documentation outlining the modifications and such other information as may be required by the County to sufficiently analyze the request for modification to the Site. The Licensee shall be responsible for reasonable costs the County may incur for engineering analysis of the Licensee’s application. The County shall advise the Licensee of those costs prior to the submission of the application for modifications. The County may require a structural analysis be conducted by engineering firm of the County’s choice. An intermodulation study may be required by the County in connection with the proposed modification and the reasonable cost for the review of the intermodulation study by a consultant of the County’s choice to be paid by the Licensee. No modification may be undertaken by the Licensee until such time as written permission has been granted by the County. Such written permission shall constitute an amendment to this Agreement. Notwithstanding the foregoing, Licensee maintains the right to perform routine maintenance and repairs, without County’s written permission for all replacements, and any upgrades that do not modify the structural loading of the Communications Facility, proposed to be made to the Communications Facility.

2.3 **Conditions Precedent to Installation of Equipment or Commencement of Term or Modification** – Notwithstanding anything to the contrary herein, the parties agree that the term for this Agreement shall not become effective and Licensee’s right to install equipment or make modifications to equipment at the Site shall not commence until the following conditions are satisfied:

1. The Site Application has been approved by the County;
2. A structural analysis has been conducted and approved by the County;
3. An intermodulation RF study has been conducted and approved by the County;
4. The Licensee has supplied all required permits to the County from all required governmental authorities allowing installation;
5. All fees have been paid to the County and others as required;
6. Written authorization from the County has been supplied to the Licensee for the installation of equipment;
7. Other requirements as may be required by the County

In the event that Licensee breaches this Agreement by installing equipment or making modifications other than as permitted hereunder, then in addition to all other remedies available to the County, the County shall be entitled to receive and the Licensee shall pay to the County, upon notice from the County, an administrative fee equal to one quarter the annual basic fee set forth in Section 5.1 herein.

2.4 Performance of Work – The Licensee shall notify the County when work of any kind is to be performed at the Site (inclusive of tower, shelter and other peripheral equipment) 48 hours in advance. If the work to be performed is emergency work, the County shall be notified immediately. Notice may be provided by telephone using the telephone numbers in Section 3.3. The County shall be sole judge of the workmanship compliance at the Site, but shall use its reasonable judgment to make such determination. If required by the County the Licensee agrees to remedy any deficiencies in workmanship to the site upon notification by the County.

2.5 Documentation – The Licensee shall provide to the County such documentation described below:

1. Structural Analysis
2. Building Permit
3. Intermodulation Studies
4. Site Plans
5. Antenna Specifications
6. ERP of RF output
7. FCC Licenses
8. Insurance Certificates
9. Adirondack Park Agency permit
10. Other documents as may be reasonably required

Such documents shall be made available to the County within thirty (30) days of its request, provided however, Licensee shall have additional time to provide such documentation if said studies or reports take more than thirty (30) days to complete. Subject to first providing notice pursuant to Section 9, the failure to provide documents shall constitute a breach of this Agreement.

3. ACCESS, USE OF SITE

3.1 Access to Site – The County hereby grants to the Licensee a non-exclusive license for pedestrian and vehicular ingress and egress from the Site over the designated access route to the Site and continuing to the nearest public right-of-way, Lake Avenue, depicted as Tax Parcel #292.-1-51 in the Town of Lake Luzerne in **Exhibit A** on a 24 hour, seven (7) days per week basis, subject to proper notifications as described in Section 2.4 for the sole purpose of maintaining, operating and repairing the Communications Facility, together with the license to maintain, operate and repair utility lines, wires, cable and other means of providing utility service to the Site. The License granted by the County to Licensee is over the access and tower maintenance easement conveyed by the Landowner to County. The County shall remove snow from the access road within 72 hours after a snowstorm. Licensee's access to the Site and radio tower may be limited to use of an all-terrain vehicle or by foot until the snow can be plowed from the access road.

3.2 Authorized Persons; Safety of Personnel – Licensee's right to access shall be limited to authorized employees, contractors and sub-contractors of the Licensee or other persons under their direct supervision.

Licensee shall not allow any person to climb the tower without ensuring that such person works for a vendor approved by the County for the subject work.

3.3 **Notice to County** – The Licensee agrees to provide the County prior notice of any access to the Site by the Licensee as described in Section 2.4. The Licensee shall notify the Saratoga County Office of Emergency Services a 518-885-2232 or after hours 518-885-6761 (Sheriff's Department).

management
3.4 **Licensee's Use of Site** – The Licensee shall use the site to install, operate and maintain the equipment approved for the Site as described in **Exhibit C**. The Licensee shall transmit and receive only within the frequency ranges approved by the County and identified by Licensee in **Exhibit C**; provided, however, that identification of frequencies is for the limited purpose of coordinating frequencies to prevent interference and does not establish any limits on Licensee's ability to use any and all frequencies available to Licensee or its rights in this Agreement. Notwithstanding the foregoing, if Licensee needs to modify its approved equipment to accommodate use of a frequency, Licensee shall first obtain the County's written permission prior to making any such modification consistent with Section 2.3.

3.5 **Permits, Authorizations and Licenses** – The Licensee shall be solely responsible for obtaining at its own expense all permits, authorizations (local zoning, local planning and Adirondack Park Agency) and licenses associated with its occupancy of the licensed space.

3.6 **Utilities** – Licensee shall pay for all electricity and other utilities it uses. Separate metering is required.

~~3.7 **Provided Equipment and Services** - Licensee will provide the County, at Licensee's expense, with an LTE modem and wireless circuit that meets the needs for public safety present and/or future.~~

Delete 3.7

4. TERM

4.1 **Term of Agreement** – The initial license term will be ~~five (5)~~ ^{Two (2)} years (Initial Term"), commencing on the ~~Rent Commencement~~ Date. The Initial Term will terminate on the ~~fifth (5th)~~ ^{Second (2nd)} anniversary of the Rent Commencement Date. *effective*

4.2 **Term Renewal** – This Agreement will automatically renew for up to ~~eight (8)~~ ^{Two (2)} additional ~~five (5)~~ ^{Two (2)} year terms (each ~~five (5)~~ year term shall be defined as an "Extension Term"), upon the same terms and conditions unless the Licensee notifies the County in writing of Licensee's intention not to renew this Agreement at least sixty (60) days *two (2)* prior to the expiration of the Initial Term or any Extension Term, as applicable.

5. CONSIDERATION

5.1 **Basic Payment** – Commencing as of the earlier to occur of (i) November 1, 2020 or (ii) the first day of the month following the date that Licensee commences construction (the "~~Rent Commencement Date~~"), Licensee shall pay to County the sum of ~~\$26,400~~ ^{\$30,000.00} per year for its license and use of the Site, access road and easements to the Site. The Licensee's payment shall be remitted to The County of Saratoga, 40 McMaster Street, Ballston Spa, NY 12020. The Licensee shall include the notation "Lake Luzerne Tower Payment" on each payment. Payments shall be made in equal monthly installments ~~commencing on the Rent Commencement Date, with payments made after the initial payment to be made~~ on or before the fifth (5th) day of the month *commencing on September 1, 2023*

5.2 **Adjustments to Basic Payment** – The basic payment shall be increased ^{yearly on the anniversary of} ~~upon the renewal of the~~ Agreement for each Extension Term, by an amount equal to ^{2%} ~~10%~~ of the immediately preceding Extension Term. The payment shall never decrease. ^{job}

5.3 **Landowner's Share of Basic Payments** – Licensee acknowledges that pursuant to the Agreement executed by County and the Landowner dated April 26, 2010, the County must pay to Landowner, its successors or assigns, fifty per cent (50%) of all payments made by Licensee to County for the right conveyed to County to co-locate the communications equipment of any commercial user or users on County's radio tower for non-governmental or commercial purposes.

5.4 **Taxes** – The Licensee shall be responsible to pay any real property taxes attributed to the installation of its Communication Facility at the site. The Licensee hereby holds the County harmless from the payment of any tax payments owed by Licensee under this Section 5.4.

6. INTERFERENCE

6.1 **Interference by Licensee** – The Licensee agrees it shall not operate its Communication Facility at the Site in such a fashion as to cause RF interference with the County's Public Safety Radio Equipment. If Licensee's Communications Facility is causing interference, and continues for a period in excess of 48 hours following notice to the Licensee, which notice shall be made via telephone to Licensee's Network Operations Center at either (800) 224-6620 or (800) 621-2622, Licensee shall take all appropriate steps to confirm if Licensee's equipment is causing the interference, and if the equipment is confirmed to be causing interference, reduce power or cease operations of the interfering equipment until the interference is cured. The County may grant, after the Effective Date, a lease, license or any other right to any third party for use of the property identified in Section 1.1, provided such use does not interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. The County will not, nor will the County permit its employees, tenants, licensees, invitees, agents or contractors to interfere with Licensee's Communication Facility, Licensee's authorized operations or any rights of Licensee under this Agreement. County will take reasonable precautions to prevent interference with Licensee's operations. The County anticipates entering into additional licensing agreements for this tower site with third party carriers and agrees that it will insert language into such additional licensing agreements, which will prohibit such third party carriers from interfering with Licensee's Communications Facility or its rights under this Agreement.

7. INSURANCE

7.1 **Insurance** – The Licensee shall carry public liability insurance covering its use of the Site in terms and form as is satisfactory to the County. The policy shall include the County of Saratoga as an additional insured. The Licensee shall provide the County with proof of such insurance coverage in a form that is acceptable to the County. **Exhibit D** shall set forth coverage limits required by the County. All insurance policies and coverages shall be approved by the County Attorney.

8. MUTUAL INDEMNIFICATION

8.1 Each party shall indemnify, defend and hold the other party, its affiliates, subsidiaries, directors, officers, employees and contractors harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of indemnifying party's and/or any of its contractors, subcontractors, servants, agents or invitees' negligence or willful misconduct.

9. DEFAULTS, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

9.1 Failure by the Licensee to either pay any amount due hereunder within thirty (30) days of written notice from the County that said payment is delinquent or cure any breach of any covenant (not related to timeliness of payment) herein within thirty (30) days of written notice from the County of said breach, or, if the failure cannot reasonably be remedied in such time, if Licensee does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, shall constitute an event of default hereunder. Failure by the County to cure any breach of any covenant herein within thirty (30) days of written notice from the Licensee shall constitute an event of default hereunder. In the event of default, Licensee shall immediately make full payment of all amounts that are payable pursuant to Section 5.1 of the Agreement for such Initial Term or Extension Term, as applicable. Except as otherwise provided in the Agreement, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise.

10. GOVERNING LAW

10.1 The laws of the State of New York shall govern this Agreement and any dispute related to this Agreement shall be resolved by litigation in the State of New York, County of Saratoga.

11. ASSIGNMENT, SUBLEASE, SHARING

11.1 The Agreement may not be sold, assigned or transferred in whole or in part by the Licensee without prior written permission from the County. However, Licensee will have the right to assign, sell or transfer its interest under this Agreement without the prior written permission from the County to Licensee's "affiliate" (hereinafter defined) or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the FCC in which the site is located by reason of a merger, acquisition or other business reorganization. An affiliate is any person or entity that directly or indirectly controls, is controlled by or under common control with the Licensee, where control shall mean the power to direct the management of the policies of that person or entity, whether through the ownership of voting securities, by contract, agency or otherwise. The Licensee shall not sub-lease its interest in the Agreement without prior written permission from the County. The Licensee shall not share the use of its equipment with any non-affiliate third party.

12. NOTICES

12.1 All notices hereunder shall be in writing and shall be given by established express delivery service which maintains records, hand delivery or certified registered mail, postage prepaid, return receipt requested. Emergency notifications may also be made by facsimile transmission to County and by phone to Licensee at the Verizon Network Operations Center at (800) 264-6620, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt or upon attempted delivery if delivery is refused or if delivery is impossible. Notices shall be sent to the parties at the following addresses:

To Licensee:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

To County:

County of Saratoga County
40 McMaster Street
Ballston Spa, NY, 12020

Copy to (but does not constitute notification or service):

Saratoga County Office of Emergency Services *Management*
~~Paul E. Lent Public Safety Building~~
6012 County Farm Road
Ballston Spa, NY 12020
Phone: (518) 885-2232
Fax: (518) ~~884-4707~~ *885-2278*

13. TERMINATION

13.1 This Agreement may be terminated, without penalty or further liability, as follows:

1. By either party if the other party is in default as described in Section 9.1 or elsewhere in this Agreement after the applicable cure periods;
2. By Licensee upon written notice to the County if Licensee is unable to obtain, or maintain any required approvals or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communications Facility;
3. By Licensee, upon written notice to the County for any reason or no reason, at any time prior to commencement of construction by Licensee; and
4. By Licensee upon 60 days' prior written notice to the County and for any reason or no reason, provided Licensee pays to the County a termination fee equal to ¼ of the annual basic payment under Section 5.1. Within 90 days of the expiration or earlier termination of the Agreement, Licensee will remove the Communications Facility from the site and to the extent practicable, will restore the site to it's the same condition it was at the commencement of this Agreement, reasonable wear and tear and loss by other causes beyond Licensee's control excepted.
5. By the County, upon 90 days' prior written notice to the Licensee, in the event: i) the County's APA permit (if applicable) for the tower is revoked, cancelled or terminated for any reason; ii) the

Licensee's APA permit for the tower is revoked, cancelled or terminated for any reason; or iii) of Licensee's breach of any provision set forth in this Agreement and Licensee's failure to cure such breach within and additional 60 days of being advised in writing by the County of the occurrence or existence of such breach pursuant to Section 9.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

County of Saratoga

By: _____

Date: _____

Print Name: ~~Preston Allen~~ Theodore T. Kusnierke, JR
Title: Chairman, Board of Supervisors
Pursuant to Resolution ~~146-2020~~ 2023

Licensee: Celco Partnership d/b/a Verizon Wireless

By: _____

Date: _____

Print Name: Robert Boice ?

Title: Executive Director Network Field Engineering ?

APPROVED AS TO FORM AND CONTENT:

County Attorney

Exhibit A

**(Tax Map Depicting Tower Site on Tax Parcel #292.-1-51
in the Town of Lake Luzerne, County of Warren)**



Tax Parcel
29-1-51

Lake Luzerne

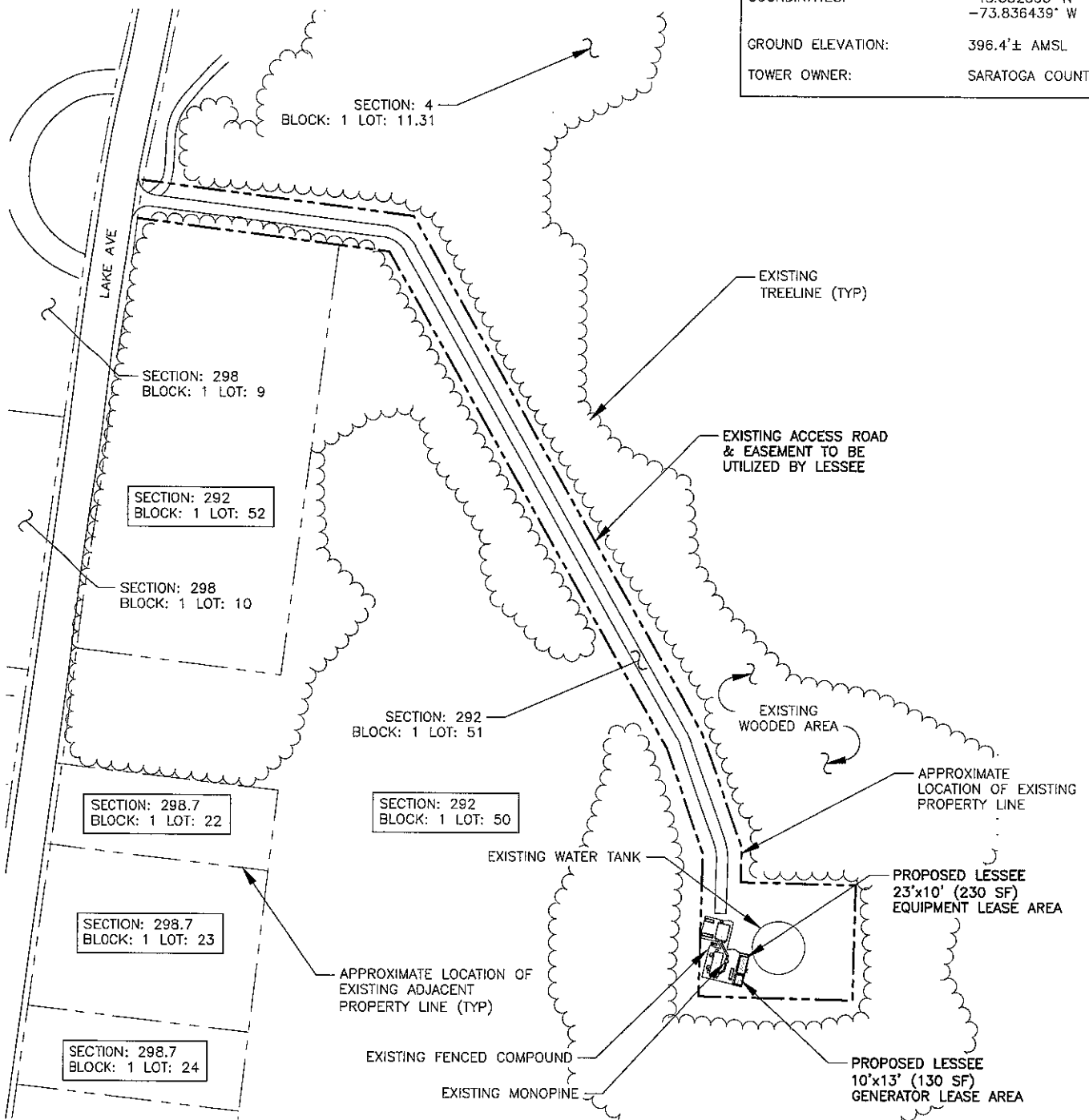
NYS ITS GIS Program Office

		<p>73°53'25"W 73°53'20"W 73°53'15"W 73°53'10"W 73°53'05"W 73°53'00"W</p> <p>Feet</p>	<p>Lake Luzerne Tower Lat: 43° 19.947' N Long: 73°50.187' W</p>	
--	--	---	---	--

Exhibit B

(Property Plan, Detail Site Plan and Elevation)

SITE INFORMATION	
COORDINATES:	43.332500° N -73.836439° W
GROUND ELEVATION:	396.4'± AMSL
TOWER OWNER:	SARATOGA COUNTY



NOTE

1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
2. FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.



PROPERTY PLAN

SCALE: 1" = 100'



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36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-6531
Latham, NY 12110

www.tectonicengineering.com

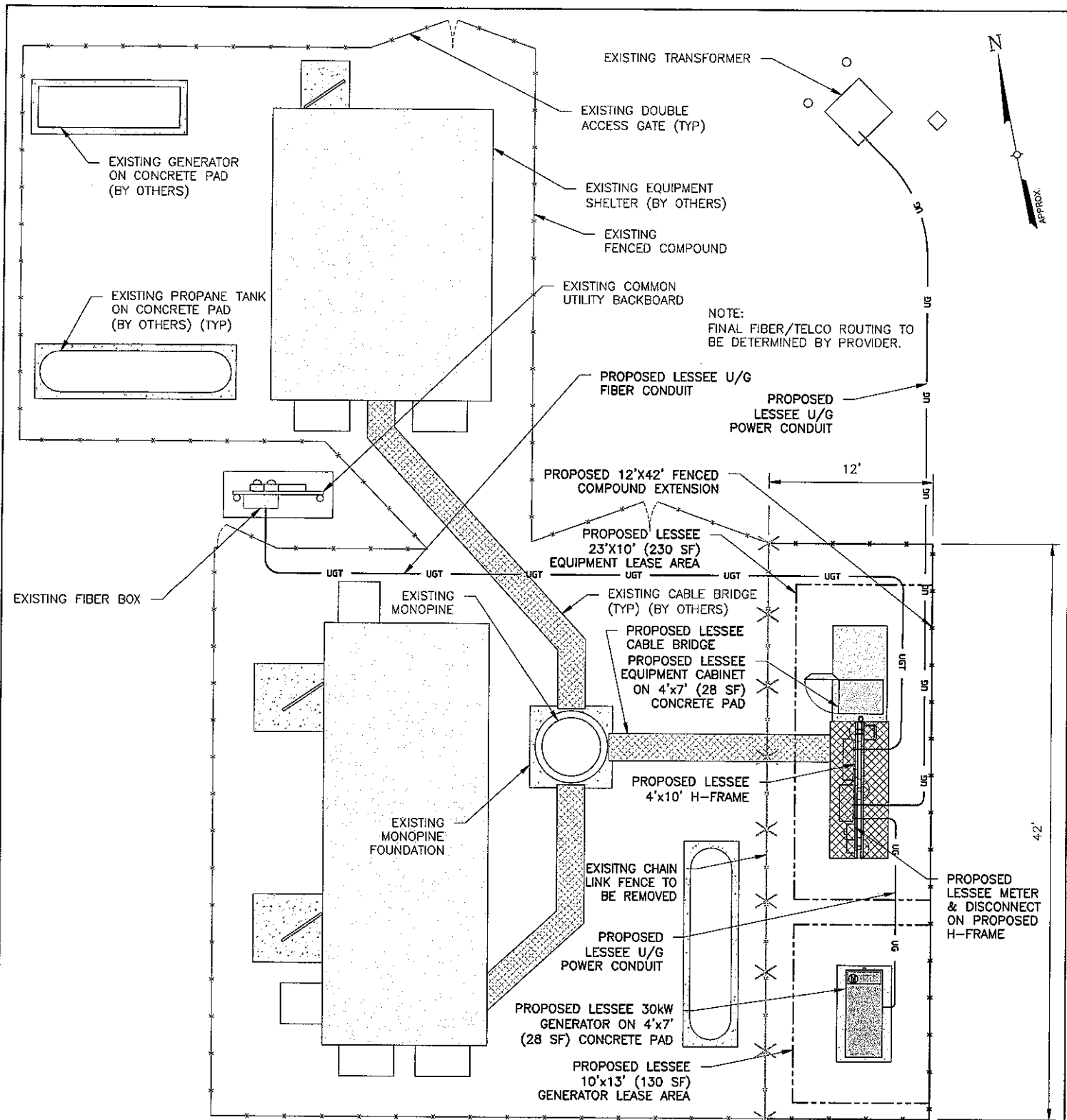
LAKE LUZERNE - LEASE EXHIBIT

PROJECT # 20191956331 - LOCATION CODE # 542315

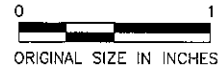
466 LAKE AVE - TOWN OF LAKE LUZERNE - WARREN COUNTY, NY 10918

CELLCO PARTNERSHIP,
(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586



1
LE-2
DETAIL SITE PLAN
SCALE: 1" = 10'



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LAKE LUZERNE - LEASE EXHIBIT

PROJECT # 20191956331 - LOCATION CODE # 542315

466 LAKE AVE - TOWN OF LAKE LUZERNE - WARREN COUNTY, NY 10918

CELLCO PARTNERSHIP,
(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:9725.11

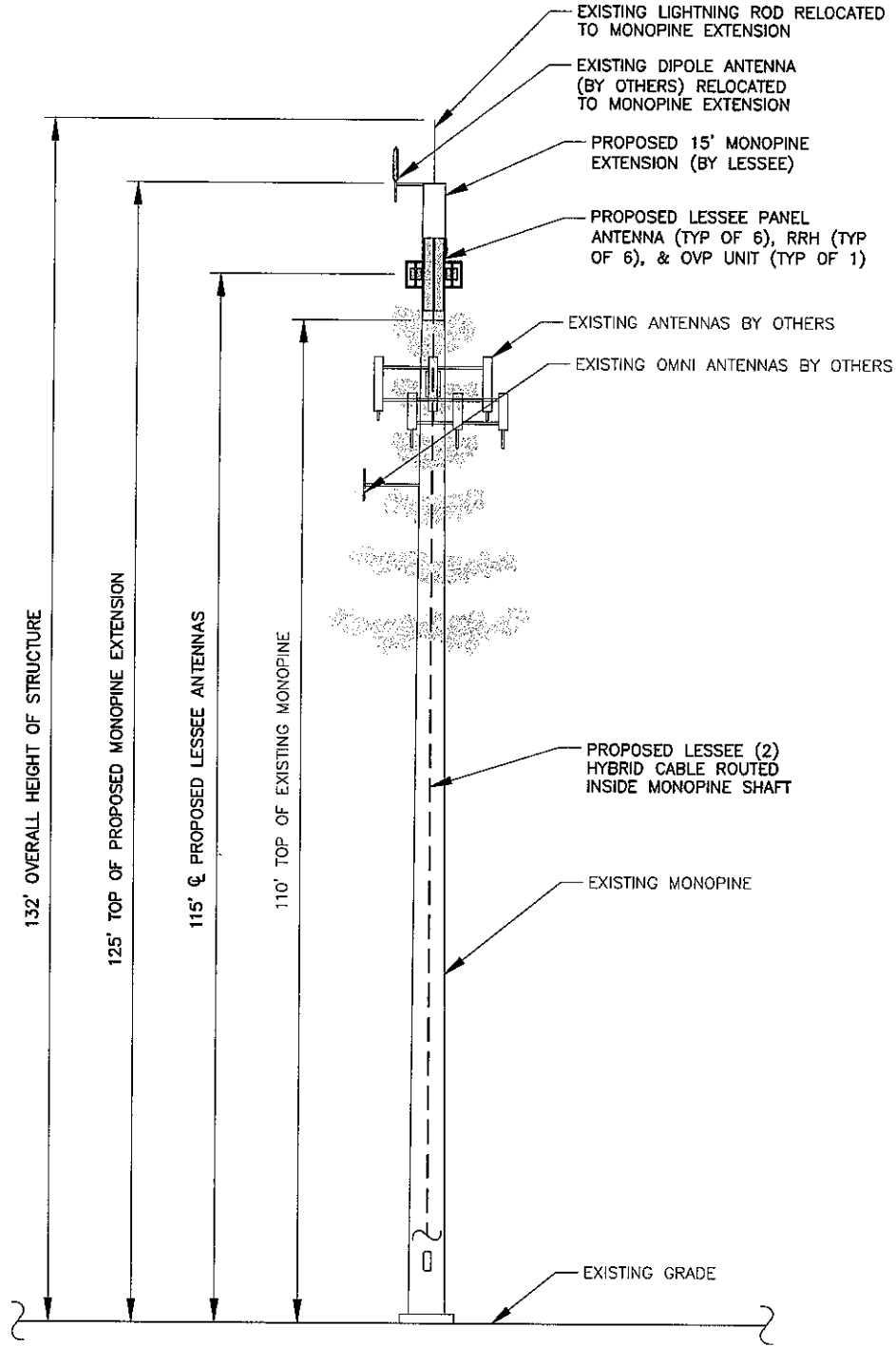
ISSUED BY: JF

DATE: 12/4/19

SCALE: AS NOTED

SHEET: LE-2

REV: 1



1 ELEVATION
LE-3 SCALE: 1" = 20'

0 1
ORIGINAL SIZE IN INCHES

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LAKE LUZERNE - LEASE EXHIBIT
PROJECT # 20191956331 - LOCATION CODE # 542315
466 LAKE AVE - TOWN OF LAKE LUZERNE - WARREN COUNTY, NY 10918
CELLCO PARTNERSHIP,
(LESSEE)
1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

Exhibit C
(Collocation Application)



SARATOGA COUNTY OFFICE OF EMERGENCY SERVICES

Collocation Application

CONTACT US: 25 West High Street Ballston Spa, NY 12020
(518) 885-2232 EmergencyServices@saratogacountyny.gov

All information must be completed on the application for consideration. Incomplete applications may delay processing. This application will become an exhibit to the Lake Luzerne site agreement.

Date: 4/3/2020 Tower Site: Lake Luzerne

ADMINISTRATIVE SECTION

Licensee Information:

Company Legal Name: Cellco Partnership d/b/a Verizon Wireless

Street Address: One Verizon Way, Mail Stop 4AW100

City: Basking Ridge State: NJ Zip: 07920

Contact Information (Project Manager):

Name: Sara Colman

Company Legal Name: Airosmith Development Inc

Street Address: 318 West Avenue

City: Saratoga Springs State: NY Zip: 12866

Phone: 518-461-7114 Fax: N/A

Email: scolman@airosmithdevelopment.com

Signature:  Date: 4/3/2020

Billing Information:

Company Legal Name: N/A

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Federal Tax ID: _____

TECHNICAL SECTION

Antenna Information

	Sector 1 (Transmit Antenna)	Sector 2 (Receive Antenna)	Sector 3
Antenna Height AGL	115	<u>115</u>	<u>115</u>
Antenna Quantity	2	2	<u>2</u>
Antenna Manufacturer	JMA	<u>JMA</u>	<u>JMA</u>
Antenna Model (Attach Specs)	MX06FIT865-02	MX06FIT865-02	MX06FIT865-02
Antenna Dimensions	95.9" x 12.2" x 10.7"	95.9" x 12.2" x 10.7"	95.9" x 12.2" x 10.7"
ERP (watts)			
Azimuth	85,195, 315	85,195, 315	85,195, 315
Antenna Mount Type	Commscope 2" Spacing antenna Bracket	Commscope 2" Spacing antenna Bracket	Commscope 2" Spacing antenna Bracket
Tower Mount Amplifiers (TMA)	Yes – 2 RRH / 1 OVP BOX	Yes -2	<u>Yes -2</u>
TMA Manufacturer	Samsung	Samsung	Samsung
TMA Model	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C / Raycap OVP Box RVZDC-6627-PF-48</u>	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C</u>	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C</u>
TMA Dimensions	<u>26" x 12.9" x 8.1" / 28.9" x 10.3" x 15.7"</u>	<u>26" x 12.9" x 8.1"</u>	<u>26" x 12.9" x 8.1"</u>
Number of Transmission Lines	2 Hybrid Cables		
Diameter of Trans Lines	12x24		
Manufacturer of Trans Lines	N/A		
GPS Antenna	No		

Dimension of Building Pad	4' x 7' concrete pad for equipment cabinets. 4' x 7' concrete pad for generator.	Total Floor Space Needed	10' x 23' lease area 12' x 42' fenced compound expansion.	Total Sq. Ft. 230
Shelter Size	N/A	Outdoor Cabinets	Quantity	Size
Power and Generator				

Power Requirements (volts)	200 amps			
Back Up Power Required?	YES	Generator Manufacturer		
Generator Size		Kilowatt Output N/A	30kW	
Fuel Type	Diesel			

RF Information:

Technology Type			
Transmit Frequencies (range)			
Receive Frequencies (range)			
Call Sign		FCC License Expiration Date:	

Microwave Technology (If Applicable)

Antenna Height AGL	N/A
Antenna Quantity	
Antenna Manufacturer	
Antenna Model (Attach Specs)	
Antenna Dimensions	
ERP (Watts)	
Azimuth	
Antenna Mount Type	

Special Notes:

Verizon Wireless is proposing a 15' extension to the existing monopine tower. Existing County dipole antenna is being moved to the top of the monopine extension – 125'.

NOTE: No changes, additions, deletions or alterations to this application are permitted. If unauthorized changes, additions, deletions or alterations are found it may be grounds for dismissal of the applications and loss of access to the site.

Exhibit D

(County Insurance Requirements)

The Licensee shall at all times maintain comprehensive general liability insurance issued by a company licensed to do business in the State of New York covering the Site and Communications Facility in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Licensee may utilize umbrella/excess liability coverage to achieve the limits required herein, which coverage must be as broad as the primary coverage. The policy shall name the County of Saratoga, 40 McMaster Street, Ballston Spa, NY, 12020, as an additional insured, and Licensee shall provide the County with proof of such additional insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to County. All insurance provided must be approved by the Saratoga County Attorney.

7/21/20



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 146-2020

Introduced by Supervisors ~~Peck, Lant, Lawler, O'Connor, Raymond, and Wright~~ *Butler, Grasso, Hammond, Sollisen, K. Vestal*

AUTHORIZING THE CHAIR TO EXECUTE A TOWER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS, FOR THE PLACEMENT OF COMMUNICATIONS EQUIPMENT ON THE COUNTY'S LUZERNE RADIO COMMUNICATIONS TOWER IN THE TOWN OF LAKE LUZERNE *an updated tower license agreement*

WHEREAS, as part of the County's Emergency Radio System, the County constructed a radio communications tower on lands located at 466 Lake Avenue, in the Town of Lake Luzerne, County of Warren, owned by the Town of Lake Luzerne through its Luzerne Water District; and

WHEREAS, said radio communications tower is commonly known as the Lake Luzerne Tower; and

WHEREAS, the County does not own the parcel upon which the radio communications tower was constructed in the Town of Lake Luzerne, but instead was granted an easement by the Town of Lake Luzerne, acting on behalf of the Luzerne Water District, to construct, operate and maintain the radio communications tower on said site; and

WHEREAS, Cellco Partnership, d/b/a Verizon Wireless, ("Verizon Wireless") is interested in licensing space on the County's Communications Tower in the Town of Lake Luzerne for the placement, operation and maintenance of communications equipment in support of the operation of Verizon Wireless's communications network; and

WHEREAS, the County's easement agreement with the Town of Lake Luzerne dated April 26, 2010, provides that if the County co-locates antennas or other communications equipment on the tower for non-governmental or commercial purposes, the County shall pay to the Town of Lake Luzerne fifty per cent (50%) of any rental or license fee received from the owners of such antennas or other communications equipment; and

WHEREAS, our Public Safety Committee and the Commissioner of the County's Office of Emergency Services have recommended that the County enter into a license agreement with Verizon Wireless for the placement of its communications equipment on the County's Lake Luzerne Communications Tower in the Town of Lake Luzerne, County of Warren, for a term of ~~five (5) years~~ commencing on ~~August 1, 2020~~, subject to renewal for up to ~~eight (8)~~ additional terms of five (5) years each, at a rental cost to Verizon Wireless of \$26,400 per year during the initial five (5) year term, subject to a ten per cent (10%) increase for each renewal term of five (5) years over the annual rental amount for each year of the preceding five (5) year term; now, therefore, be it

Two (2)
Two (2)
Two (2) years
7/1/2023 (?)
Two
2%
yearly
\$30,000
Nine (9)
the immediate preceding year



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: Office of Emergency Management

DATE: 06/15/2023

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize the chair to update a tower license agreement with Cellco Partnership, D/B/A Verizon Wireless, for the placement of communications equipment on the County's Lakeview radio communications tower in the Town of Day.

3. Specific Details on what the resolution will authorize:

This license agreement with Verizon Wireless is for the placement of its communications equipment on the County's Lakeview Communications Tower in the Town of Day commencing August 1, 2023, with an initial term of 2 years and will automatically renew for an additional nine (9) two (2) year terms. Initial yearly cost to Verizon Wireless will be \$30,000.00 and will increase by 2% each year over the annual renewal amount.

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

County Attorney's Office
Consulted Yes

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

County Administrator's Office
 Consulted Yes

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

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

Amount:

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

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.36-3325
- b. Budget year impacted 2023 - 2043
- 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
Yes

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted Yes

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:

**County of Saratoga
Tower License Agreement**

This tower license agreement (the "Agreement") is entered into this 1st day of August, ~~2020~~ ²⁰²³, (the "Effective Date") between the **County of Saratoga** (the County"), a municipal corporation duly organized and existing under the laws of the State of New York, with a principal office at 40 McMaster Street, Ballston Spa, New York 12020 and **Cellco Partnership d/b/a Verizon Wireless**, (the "Licensee") with an office for the place of business at 1 Verizon Way, Mail Stop 4AW100d, Basking Ridge, NJ 07920.

In consideration of mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

1.1 **The Site** – The Site consists of that certain parcel of property located in the Town of Day, the County of Saratoga and further identified on the Saratoga County Tax Maps as **Tax Parcel #42.-3-6**, formerly known as **Tax Parcel #42.-3-4.2**, with an address of 197 Horsehill Road, Day, New York, which is as depicted in **Exhibit A** attached hereto and made a part hereof. Said parcel of property is owned by Garrett M. Metzler and Kirstie L. Metzler as tenants by the entirety (the "Landowners") pursuant to a deed from Kenneth J. Metzler and Michelle M. Metzler recorded in the Saratoga County Clerk's Office on June 20, 2018 as Instrument #2018018071. As set forth in said deed, the conveyance of title excepted, reserved and was made subject to a permanent tower easement and associated tree protection easement conveyed by Kenneth J. Metzler and Michelle M. Metzler (the "Easement Grantors") to the County by deed dated November 3, 2011 and recorded in the Saratoga County Clerk's Office on December 5, 2011 as Instrument No. 2011041308.

1.2 **Communications Facility** – Means all communications equipment, equipment cabinet, generator, meter, and panel antenna to be installed and used by the Licensee at the Site, as shown on the Property Plan, Detail Site Plan, and Elevation collectively attached hereto as **Exhibit B** and made a part hereof.

**2. LICENSE, EQUIPMENT, LICENSE SPACE, APPLICATION FOR MODIFICATIONS,
CONDITIONS PRECEDENT**

2.1 **License to Install, Operate and Maintain Equipment** – The County hereby ~~grants~~ ^{updates} a license to the Licensee to install, operate and maintain the equipment at the Site within the license space, as such equipment and licensed space is described in and subject to the approved "Collocation Application" attached hereto as **Exhibit C** and as shown in the Detail Site Plan attached hereto as **Exhibit B**. Such license is subject to the site rules as promulgated by the County and communicated to Licensee and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations as identified in **Exhibit B and Exhibit C**.

2.2 **Application for Modification** – Licensee shall apply to make modifications by submitting a request to the County in writing with technical documentation outlining the modifications and such other information as may be required by the County to sufficiently analyze the request for modification to the Site. The Licensee shall be responsible for reasonable costs the County may incur for engineering analysis of the Licensee's

application. The County shall advise the Licensee of those costs prior to the submission of the application for modifications. The County may require a structural analysis be conducted by engineering firm of the County's choice. An intermodulation study may be required by the County in connection with the proposed modification and the reasonable cost for the review of the intermodulation study by a consultant of the County's choice to be paid by the Licensee. No modification may be undertaken by the Licensee until such time as written permission has been granted by the County. Such written permission shall constitute an amendment to this Agreement. Notwithstanding the foregoing, Licensee maintains the right to perform routine maintenance and repairs, without County's written permission for all replacements, and any upgrades that do not modify the structural loading of the Communications Facility, proposed to be made to the Communications Facility.

2.3 Conditions Precedent to Installation of Equipment or Commencement of Term or Modification – Notwithstanding anything to the contrary herein, the parties agree that the term for this Agreement shall not become effective and Licensee's right to install equipment or make modifications to equipment at the Site shall not commence until the following conditions are satisfied:

1. The Site Application has been approved by the County;
2. A structural analysis has been conducted and approved by the County;
3. An intermodulation RF study has been conducted and approved by the County;
4. The Licensee has supplied all required permits to the County from all required governmental authorities allowing installation;
5. All fees have been paid to the County and others as required;
6. Written authorization from the County has been supplied to the Licensee for the installation of equipment;
7. Other requirements as may be required by the County

In the event that Licensee breaches this Agreement by installing equipment or making modifications other than as permitted hereunder, then in addition to all other remedies available to the County, the County shall be entitled to receive and the Licensee shall pay to the County, upon notice from the County, an administrative fee equal to one quarter the annual basic fee set forth in Section 5.1 herein.

2.4 Performance of Work – The Licensee shall notify the County when work of any kind is to be performed at the Site (inclusive of tower, shelter and other peripheral equipment) 48 hours in advance. If the work to be performed is emergency work, the County shall be notified immediately. Notice may be provided by telephone using the telephone numbers in Section 3.3. The County shall be sole judge of the workmanship compliance at the Site, but shall use its reasonable judgment to make such determination. If required by the County the Licensee agrees to remedy any deficiencies in workmanship to the site upon notification by the County.

2.5 Documentation – The Licensee shall provide to the County such documentation described below:

1. Structural Analysis
2. Building Permit
3. Intermodulation Studies
4. Site Plans
5. Antenna Specifications
6. ERP of RF output

7. FCC Licenses
8. Insurance Certificates
9. Other documents as may be reasonably required

Such documents shall be made available to the County within thirty (30) days of its request, provided however, License shall have additional time to provide such documentation if said studies or reports take more than thirty (30) days to complete. Subject to first providing notice pursuant to Section 9, the failure to provide documents shall constitute a breach of this Agreement.

3. ACCESS, USE OF SITE

3.1 **Access to Site** – The County hereby grants to the Licensee a non-exclusive license for pedestrian and vehicular ingress and egress from the Site over the access easement conveyed to the County by the Easement Grantors the Site which includes the roadway depicted as Lindbergh Avenue in **Exhibit A** on a 24 hour, seven (7) days per week basis, subject to proper notifications as described in Section 2.4 for the sole purpose of maintaining, operating and repairing the Communications Facility, together with the license to maintain, operate and repair utility lines, wires, cable and other means of providing utility service to the Site. The License granted by the County to Licensee is over the access and tower maintenance easement conveyed by Easement Grantors to County. The County will not remove snow from the access road since this is not feasible for this terrain. Access will be made by all-terrain vehicle or by foot.

3.2 **Authorized Persons; Safety of Personnel** – Licensee's right to access shall be limited to authorized employees, contractors and sub-contractors of the Licensee or other persons under their direct supervision. Licensee shall not allow any person to climb the tower without ensuring that such person works for a vendor approved by the County for the subject work.

3.3 **Notice to County** – The Licensee agrees to provide the County prior notice of any access to the Site by the Licensee as described in Section 2.4. The Licensee shall notify the Saratoga County Office of Emergency Services a 518-885-2232 or after hours 518-885-6761 (Sheriff's Department).

Management

3.4 **Licensee's Use of Site** – The Licensee shall use the site to install, operate and maintain the equipment approved for the Site as described in **Exhibit C**. The Licensee shall transmit and receive only within the frequency ranges approved by the County and identified by Licensee in **Exhibit C**; provided, however, that identification of frequencies is for the limited purpose of coordinating frequencies to prevent interference and does not establish any limits on Licensee's ability to use any and all frequencies available to Licensee or its rights in this Agreement. Notwithstanding the foregoing, if Licensee needs to modify its approved equipment to accommodate use of a frequency, Licensee shall first obtain the County's written permission prior to making any such modification consistent with Section 2.3.

3.5 **Permits, Authorizations and Licenses** – The Licensee shall be solely responsible for obtaining at its own expense all permits, authorizations (local zoning, local planning and Adirondack Park Agency) and licenses associated with its occupancy of the licensed space.

3.6 **Utilities** – Licensee shall pay for all electricity and other utilities it uses. Separate metering is required.

3.7 ~~Provided Equipment and Services~~ - Licensee will provide the County, at Licensee's expense, with an LTE modem and wireless circuit that meets the needs for public safety present and/or future.

Delete 3.7

4. TERM

4.1 **Term of Agreement** – The initial license term will be ~~five (5)~~ ^{Two (2)} years (Initial Term”), commencing on the Effective Date. The Initial Term will terminate on the ~~fifth (5th)~~ ^{Second (2nd)} anniversary of the Effective Date.

4.2 **Term Renewal** – This Agreement will automatically renew for up to ~~eight (8)~~ ^{Nine (9)} additional ~~five (5)~~ ^{Two (2)} year terms (each ~~five (5)~~ ^{Two (2)} year term shall be defined as an “Extension Term”), upon the same terms and conditions unless the Licensee notifies the County in writing of Licensee’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or any Extension Term, as applicable.

5. CONSIDERATION

5.1 **Basic Payment** – Commencing in the month following the ~~date that Licensee commences construction~~ ^{effective} (the “~~Rent commencement date~~”), Licensee shall pay to County the sum of ~~\$26,400~~ ^{\$30,000} per year for its license and use of the Site, access road and easements to the Site. The Licensee’s payment shall be remitted to The County of Saratoga, 40 McMaster Street, Ballston Spa, NY 12020. The Licensee shall include the “LAKEVIEW Tower Payment” on each payment. Payments shall be made in equal monthly installments on or before the fifth (5th) day of the month commencing on ~~JUNE 1, 2020~~ ^{September 1, 2023}.

5.2 **Adjustments to Basic Payment** – The basic payment shall be increased ~~upon the renewal of the Agreement for each Extension Term~~ ^{yearly on the anniversary of effective date} by an amount equal to ~~10%~~ ^{2%} of the immediately preceding Extension Term. The payment shall never decrease.

5.3 **Landowner’s Share of Basic Payments** – Licensee acknowledges that pursuant to the Agreement executed by County and the Easement Grantors the County must pay to the Easement Grantors, their heirs, successors or assigns, fifty per cent (50%) of all payments made by Licensee to County for the right conveyed to County to co-locate the communications equipment of other entities on County’s radio tower for non-governmental or commercial purposes.

5.4 **Taxes** – The Licensee shall be responsible to pay any real property taxes attributed to the installation of its Communication Facility at the site. The Licensee hereby holds the County harmless from the payment of any tax payments owed by Licensee under this Section 5.4.

6. INTERFERENCE

6.1 **Interference by Licensee** – The Licensee agrees it shall not operate its Communication Facility at the Site in such a fashion as to cause RF interference with the County’s Public Safety Radio Equipment. If Licensee’s Communications Facility is causing interference, and continues for a period in excess of 48 hours following notice to the Licensee, which notice shall be made via telephone to Licensee’s Network Operations Center at either (800) 224-6620 or (800) 621-2622, Licensee shall take all appropriate steps to confirm if Licensee’s equipment is causing the interference, and if the equipment is confirmed to be causing interference, reduce power or cease operations of the interfering equipment until the interference is cured. The County may grant, after the Effective Date, a lease, license or any other right to any third party for use of the property identified in Section 1.1, provided such use does not interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. The County will not, nor will the

County permit its employees, tenants, licensees, invitees, agents or contractors to interfere with Licensee's Communication Facility, Licensee's authorized operations or any rights of Licensee under this Agreement. County will take reasonable precautions to prevent interference with Licensee's operations. The County anticipates entering into additional licensing agreements for this tower site with third party carriers and agrees that it will insert language into such additional licensing agreements, which will prohibit such third party carriers from interfering with Licensee's Communications Facility or its rights under this Agreement.

7. INSURANCE

7.1 **Insurance** – The Licensee shall carry public liability insurance covering its use of the Site in terms and form as is satisfactory to the County. The policy shall include the County of Saratoga as an additional insured. The Licensee shall provide the County with proof of such insurance coverage in a form that is acceptable to the County. **Exhibit D** shall set forth coverage limits required by the County. All insurance policies and coverages shall be approved by the County Attorney.

8. MUTUAL INDEMNIFICATION

8.1 Each party shall indemnify, defend and hold the other party, its affiliates, subsidiaries, directors, officers, employees and contractors harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of indemnifying party's and/or any of its contractors, subcontractors, servants, agents or invitees' negligence or willful misconduct.

9. DEFAULTS, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

9.1 Failure by the Licensee to either pay any amount due hereunder within thirty (30) days of written notice from the County that said payment is delinquent or cure any breach of any covenant (not related to timeliness of payment) herein within thirty (30) days of written notice from the County of said breach, or, if the failure cannot reasonably be remedied in such time, if Licensee does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, shall constitute an event of default hereunder. Failure by the County to cure any breach of any covenant herein within thirty (30) days of written notice from the Licensee shall constitute an event of default hereunder. In the event of default, Licensee shall immediately make full payment of all amounts that are payable pursuant to Section 5.1 of the Agreement for such Initial Term or Extension Term, as applicable. Except as otherwise provided in the Agreement, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise.

10. GOVERNING LAW

10.1 The laws of the State of New York shall govern this Agreement and any dispute related to this Agreement shall be resolved by litigation in the State of New York, County of Saratoga.

11. ASSIGNMENT, SUBLEASE, SHARING

11.1 The Agreement may not be sold, assigned or transferred in whole or in part by the Licensee without prior written permission from the County. However, Licensee will have the right to assign, sell or transfer its interest under this Agreement without the prior written permission from the County to Licensee's "affiliate" (hereinafter defined) or to any entity which acquires all or substantially all of the

Licensee's assets in the market defined by the FCC in which the site is located by reason of a merger, acquisition or other business reorganization. An affiliate is any person or entity that directly or indirectly controls, is controlled by or under common control with the Licensee, where control shall mean the power to direct the management of the policies of that person or entity, whether through the ownership of voting securities, by contract, agency or otherwise. The Licensee shall not sub-lease its interest in the Agreement without prior written permission from the County. The Licensee shall not share the use of its equipment with any non-affiliate third party.

12. NOTICES

12.1 All notices hereunder shall be in writing and shall be given by established express delivery service which maintains records, hand delivery or certified registered mail, postage prepaid, return receipt requested. Emergency notifications may also be made by facsimile transmission to County and by phone to Licensee at the Verizon Network Operations Center at (800) 264-6620, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt or upon attempted delivery if delivery is refused or if delivery is impossible. Notices shall be sent to the parties at the following addresses:

To Licensee:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

To County:

County of Saratoga County
40 McMaster Street
Ballston Spa, NY, 12020

Copy to (but does not constitute notification or service):

Saratoga County Office of Emergency Services Management

~~25 West High Street~~ 6012 County Farm Road.

Ballston Spa, NY 12020

Phone: (518) 885-2232

Fax: (518) ~~884-4707~~ 885-2278

13. TERMINATION

13.1 This Agreement may be terminated, without penalty or further liability, as follows:

1. By either party if the other party is in default as described in Section 9.1 or elsewhere in this Agreement after the applicable cure periods;

2. By Licensee upon written notice to the County if Licensee is unable to obtain, or maintain any required approvals or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communications Facility;
3. By Licensee, upon written notice to the County for any reason or no reason, at any time prior to commencement of construction by Licensee; and
4. By Licensee upon 60 days' prior written notice to the County and for any reason or no reason, provided Licensee pays to the County a termination fee equal to $\frac{1}{4}$ of the annual basic payment under Section 5.1. Within 90 days of the expiration or earlier termination of the Agreement, Licensee will remove the Communications Facility from the site and to the extent practicable, will restore the site to it's the same condition it was at the commencement of this Agreement, reasonable wear and tear and loss by other causes beyond Licensee's control excepted.
5. By the County, upon 90 days' prior written notice to the Licensee, in the event: i) the County's APA permit (if applicable) for the tower is revoked, cancelled or terminated for any reason; or ii) of Licensee's breach of any provision set forth in this Agreement and Licensee's failure to cure such breach within and additional 60 days of being advised in writing by the County of the occurrence or existence of such breach pursuant to Section 9.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

County of Saratoga

By: _____

Date: _____

Print Name: ~~PRESTON ALLEN~~ Theodore T. KYSNECZ, JR.
Title: Chairman, Board of Supervisors
Pursuant to Resolution - 2020 2023

Licensee:

Cellco Partnership d/b/a Verizon Wireless

Date: _____

By: _____

Print Name: Robert Boice ?

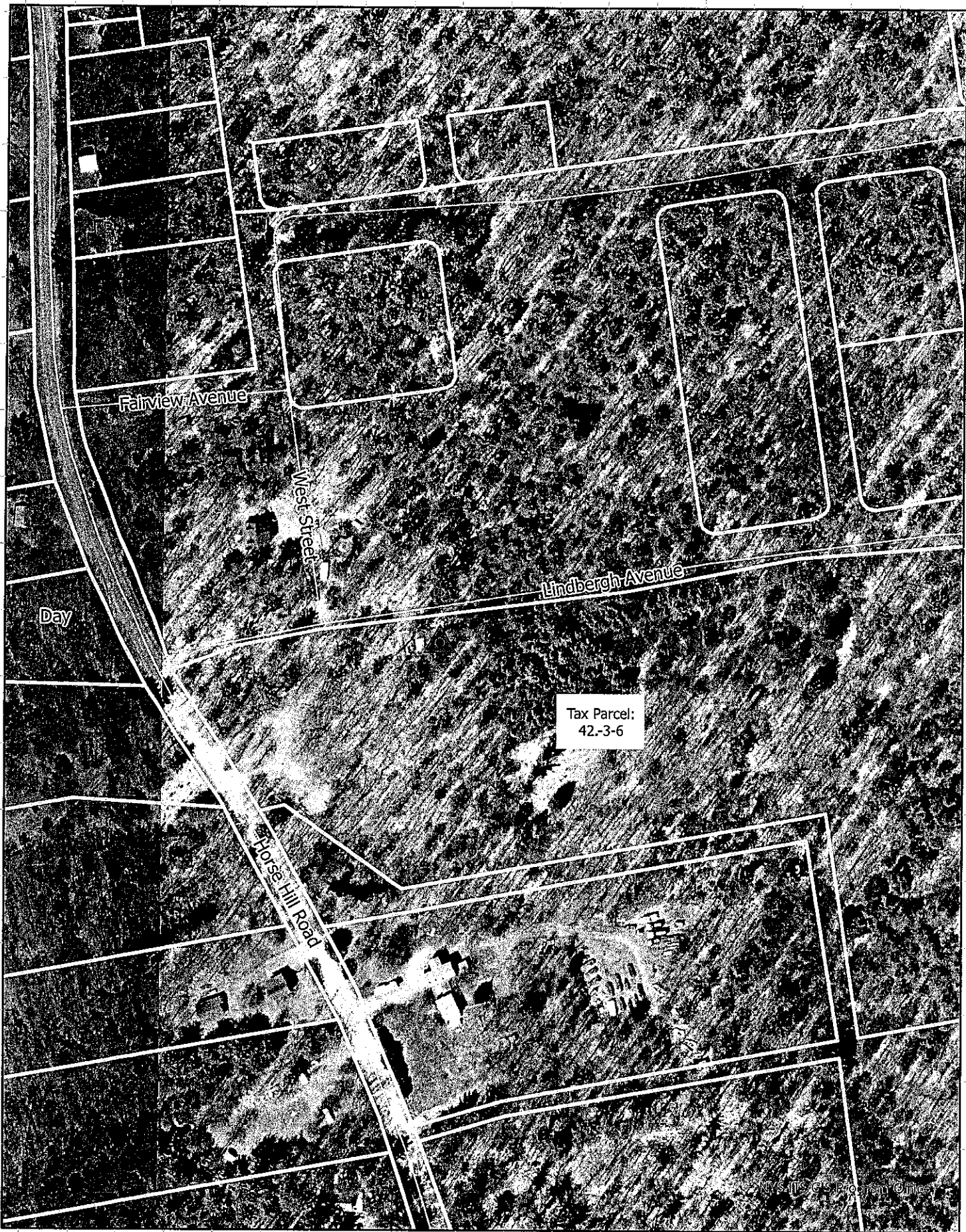
Title: Executive Director Network Field Engineering ?

APPROVED AS TO FORM AND CONTENT:

County Attorney

Exhibit A

(Tax Map Depicting Tower Site on Tax Parcel #42.-3- 6)



Tax Parcel:
42-3-6

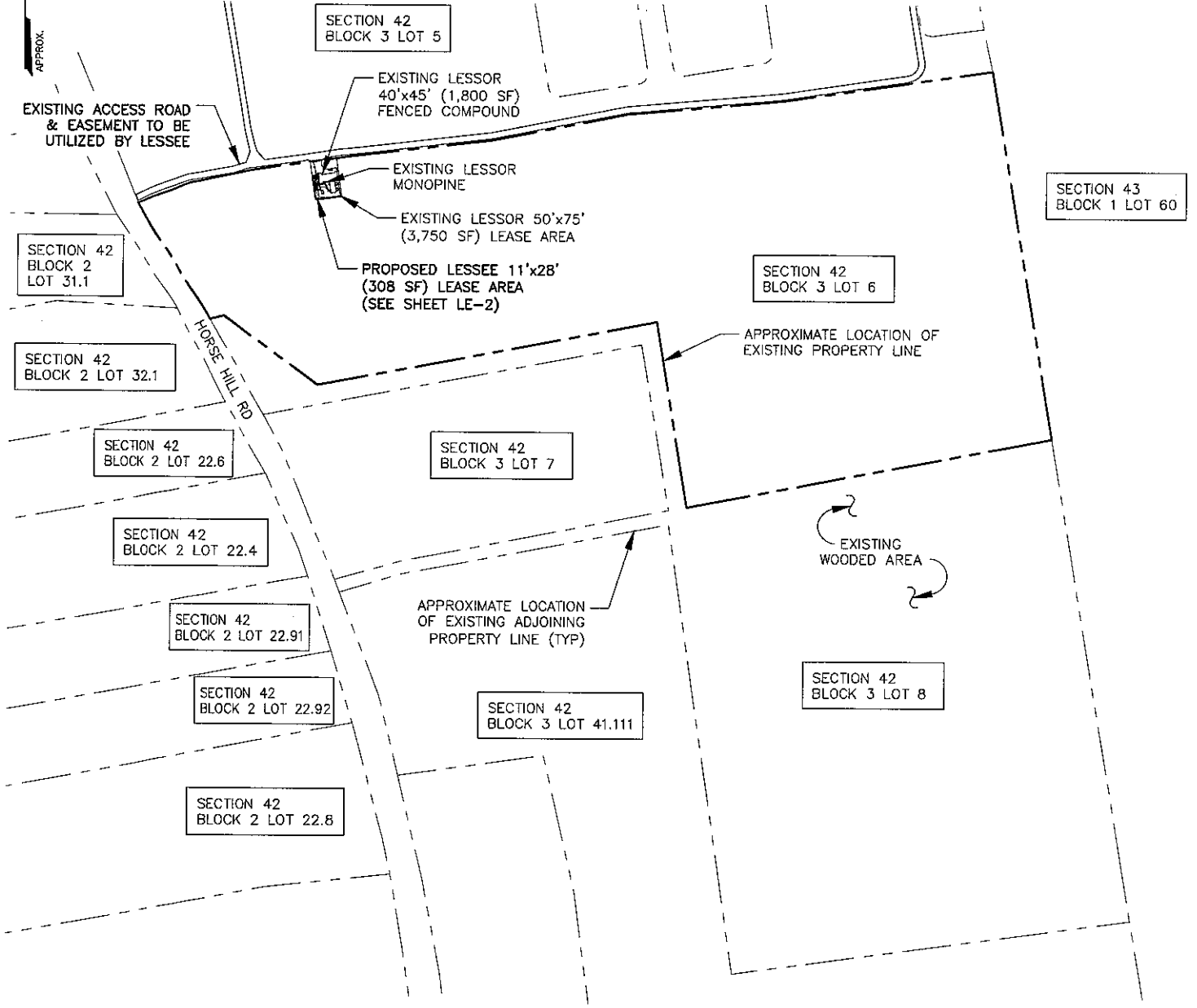
			Radio Tower	Lake View Tower Lat: 43° 16.793' N Long: 74° 0.190' W	
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Exhibit B

(Property Plan, Detail Site Plan and Elevation)



SITE INFORMATION	
COORDINATES:	43.279878° -74.003325°
GROUND ELEVATION:	1077'± AMSL
TOWER OWNER:	SARATOGA COUNTY



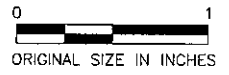
NOTE

1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
2. FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.

1
LE-1

PROPERTY PLAN

SCALE: 1" = 300'



Tectonic¹

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
 70 Pleasant Hill Road Phone: (845) 534-5959
 P.O. Box 37 (800) 829-6531
 Mountainville, NY 10953 www.tectonicengineering.com

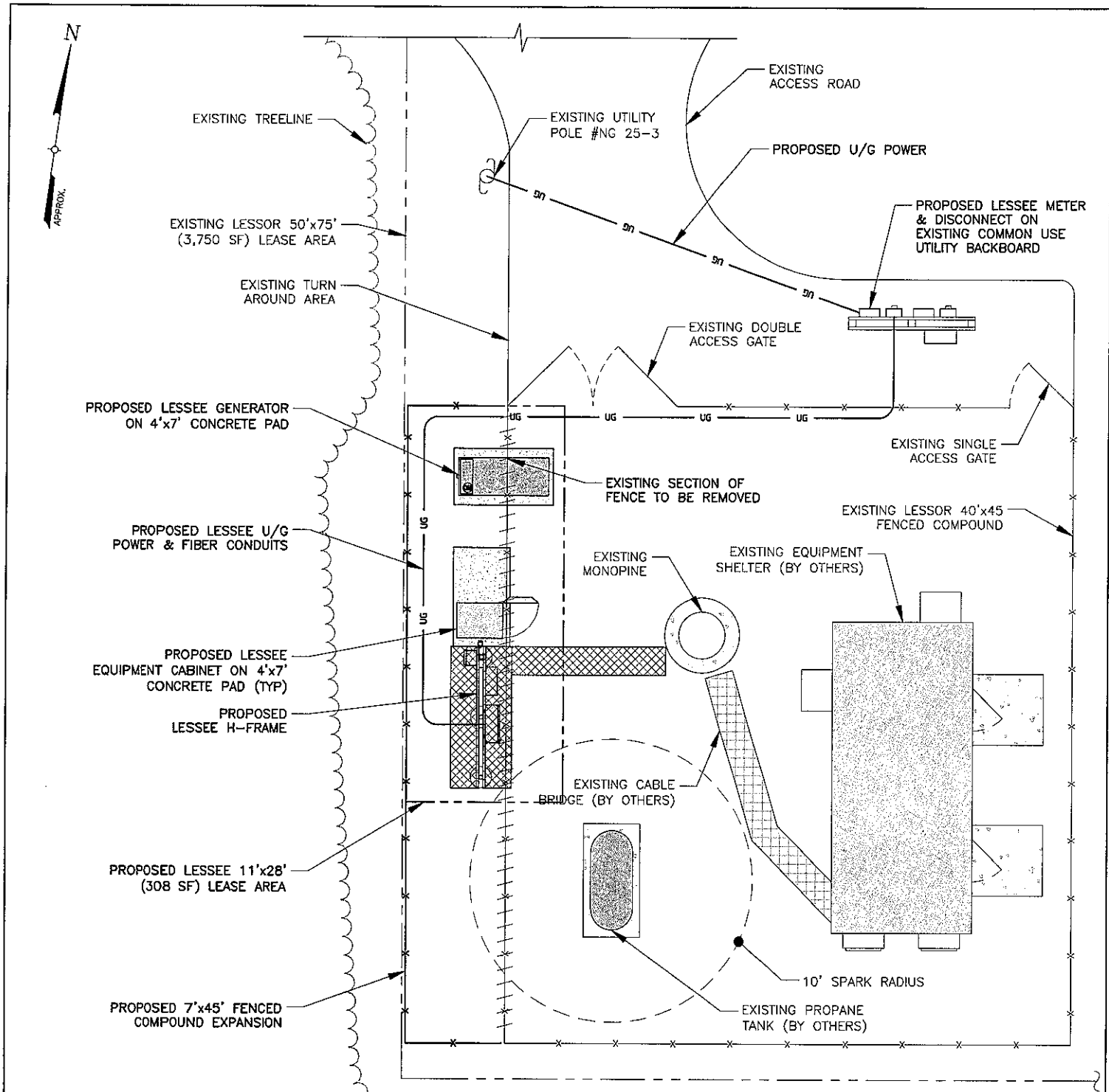
Project Contact Info
 36 British American Blvd.
 Suite 101
 Latham, NY 12110 Phone: (518) 783-1630

DEMING HILL - LEASE EXHIBIT

PROJECT # 20191964882 - LOCATION CODE # 546028

HORSE HILL RD - TOWN OF DAY - SARATOGA COUNTY, NY 12835

CELLCO PARTNERSHIP,
 (LESSEE)
 1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

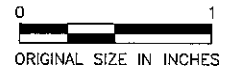


1
LE-2

DETAIL SITE PLAN

SCALE: 1" = 10'

NOTE:
FINAL FIBER/TELCO ROUTING TO BE DETERMINED BY PROVIDER.



Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
70 Pleasant Hill Road Phone: (845) 534-5959
P.O. Box 37 (800) 829-6531
Mountainville, NY 10953 www.tectonicengineering.com

Project Contact Info
36 British American Blvd.
Suite 101
Latham, NY 12110 Phone: (518) 783-1630

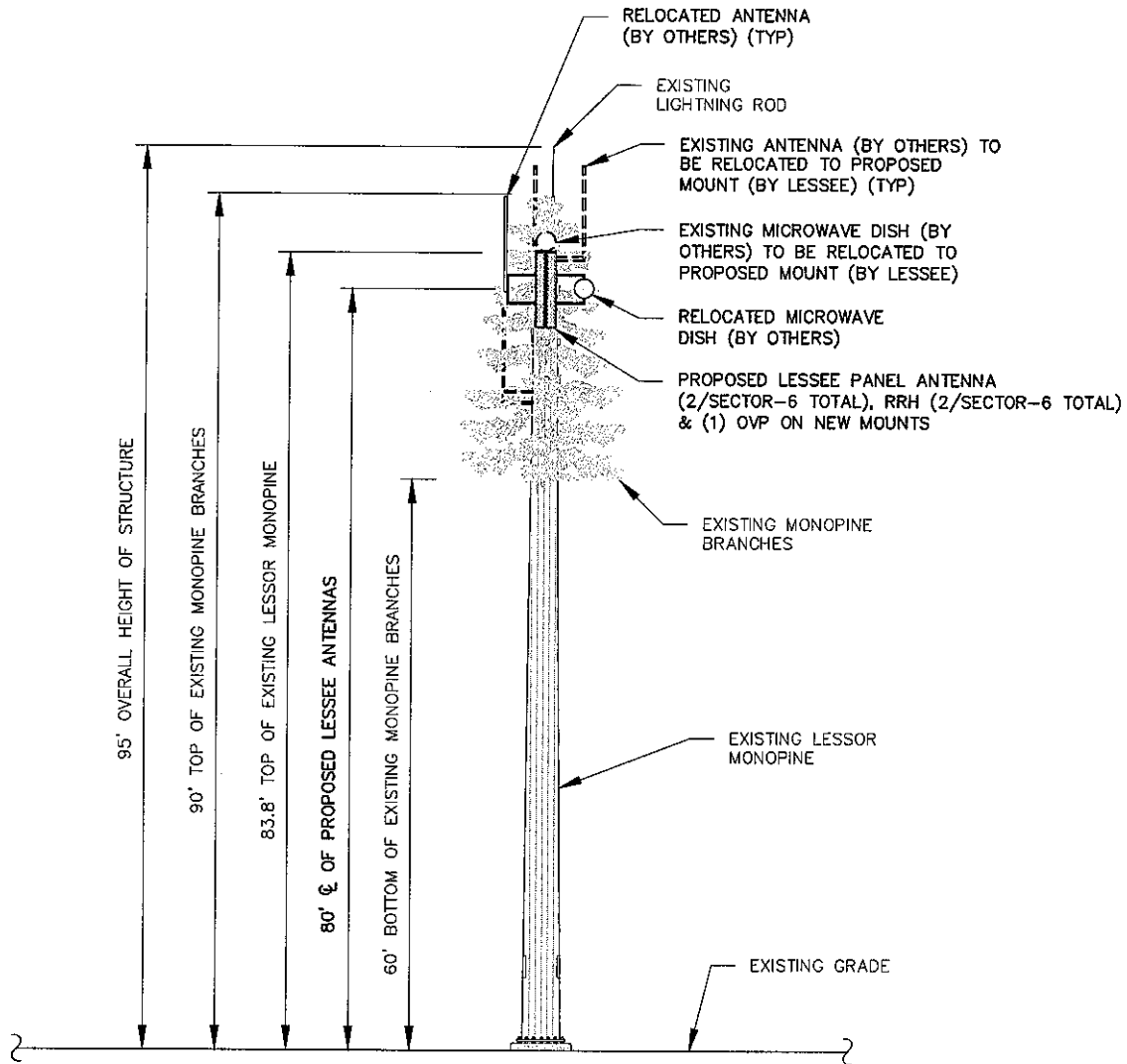
DEMING HILL - LEASE EXHIBIT

PROJECT # 20191964882 - LOCATION CODE # 546028

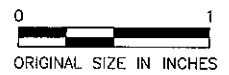
HORSE HILL RD - TOWN OF DAY - SARATOGA COUNTY, NY 12835

CELLCO PARTNERSHIP,
(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586



1 ELEVATION
LE-3 SCALE: 1" = 20'



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
70 Pleasant Hill Road Phone: (845) 534-5959
P.O. Box 37 (800) 829-6531
Mountainville, NY 10953 www.tectonicengineering.com

Project Contact Info
38 British American Blvd.
Suite 101
Latham, NY 12110 Phone: (518) 783-1630

DEMING HILL - LEASE EXHIBIT

PROJECT # 20191964882 - LOCATION CODE # 546028

HORSE HILL RD - TOWN OF DAY - SARATOGA COUNTY, NY 12835

CELLCO PARTNERSHIP,
(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:9725.13	ISSUED BY: TRR	DATE: 2/21/20	SCALE: AS NOTED	SHEET: LE-3	REV: 2
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Exhibit C

(Collocation Application)



SARATOGA COUNTY OFFICE OF EMERGENCY SERVICES

Collocation Application

CONTACT US: 25 West High Street Ballston Spa, NY 12020
(518) 885-2232 Emergencyservices@saratogacountyny.gov

All information must be completed on the application for consideration. Incomplete applications may delay processing. This application will become an exhibit to the Lakeview site agreement.

Date: 1/14/2020

Tower Site: Lakeview / Town of Day

ADMINISTRATIVE SECTION

Licensee Information:

Company Legal Name: Cellco Partnership d/b/a Verizon Wireless

Street Address: One Verizon Way, Mail Stop 4AW100d

City: Basking Ridge State: NJ Zip: 07920

Contact Information (Project Manager):

Name: Sara Colman

Company Legal Name: Airosmith Development Inc

Street Address: 318 West Avenue

City: Saratoga Springs State: NY Zip: 12866

Phone: 518-461-7114 Fax: N/A

Email: scolman@airosmithdevelopment.com

Billing Information:

Company Legal Name: N/A

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Federal Tax ID: _____

TECHNICAL SECTION

Antenna Information

	Sector 1 (Transmit Antenna)	Sector 2 (Receive Antenna)	Sector 3
Antenna Height AGL	80' centerline	80' centerline	80' centerline
Antenna Quantity	2	2	2
Antenna Manufacturer	JMA	JMA	JMA
Antenna Model (Attach Specs)	MX06FIT865-02	MX06FIT865-02	MX06FIT865-02
Antenna Dimensions	95.9" x 12.2" x 10.7"	95.9" x 12.2" x 10.7"	95.9" x 12.2" x 10.7"
ERP (watts)			
Azimuth	80	200	<u>310</u>
Antenna Mount Type	Commscope 2" Spacing antenna Bracket	Commscope 2" Spacing antenna Bracket	Commscope 2" Spacing antenna Bracket
Tower Mount Amplifiers (TMA)	Yes – 2 RRH / 1 OVP BOX	Yes – 2 RRH	Yes – 2 RRH
TMA Manufacturer	Samsung	Samsung	Samsung
TMA Model	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C / Raycap OVP Box RVZDC-6627-PF-48</u>	<u>B2/B66A RRH-BR049 / - B5/B13 RRH-BR04C</u>	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C</u>
TMA Dimensions	<u>26" x 12.9" x 8.1" / 28.9" x 10.3" x 15.7"</u>	<u>26" x 12.9" x 8.1"</u>	<u>26" x 12.9" x 8.1"</u>
Number of Transmission Lines	1 Hybrid Cable		
Diameter of Trans Lines	12x24		
Manufacturer of Trans Lines	N/A		
GPS Antenna	No		

Dimension of Building Pad	4' x 7' concrete pad for equipment cabinets. 4' x 7' concrete pad for generator.	Total Floor Space Needed	16' x 22.5'	Total Sq. Ft. 330
Shelter Size	N/A	Outdoor Cabinets	Quantity	Size
Power and Generator				

Power Requirements (volts)	200 amps			
Back Up Power Required?	YES	Generator Manufacturer		
Generator Size		Kilowatt Output N/A	30kW	
Fuel Type	Diesel			

RF Information:

Technology Type			
Transmit Frequencies (range)			
Receive Frequencies (range)			
Call Sign		FCC License Expiration Date:	

Microwave Technology (If Applicable)

Antenna Height AGL	N/A
Antenna Quantity	
Antenna Manufacturer	
Antenna Model (Attach Specs)	
Antenna Dimensions	
ERP (Watts)	
Azimuth	
Antenna Mount Type	

Special Notes:

Existing omni antennas and existing microwave dish on the tower will be moved by VZW to their proposed mounts.

NOTE: No changes, additions, deletions or alterations to this application are permitted. If unauthorized changes, additions, deletions or alterations are found it may be grounds for dismissal of the applications and loss of access to the site.

Exhibit D

(County Insurance Requirements)

The Licensee shall at all times maintain comprehensive general liability insurance issued by a company licensed to do business in the State of New York covering the Site and Communications Facility in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Licensee may utilize umbrella/excess liability coverage to achieve the limits required herein, which coverage must be as broad as the primary coverage. The policy shall name the County of Saratoga, 40 McMaster Street, Ballston Spa, NY, 12020, as an additional insured, and Licensee shall provide the County with proof of such additional insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to County. All insurance provided must be approved by the Saratoga County Attorney.

5/19/20



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 104 - 2020

Introduced by Supervisors Pemrick, Kinowski, Kusnierz, Schopf, Tollisen, Winney and Wright

AUTHORIZING THE CHAIR TO EXECUTE A TOWER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS, FOR THE PLACEMENT OF COMMUNICATIONS EQUIPMENT ON THE COUNTY'S LAKEVIEW RADIO COMMUNICATIONS TOWER IN THE TOWN OF DAY

an updated tower license agreement

WHEREAS, as part of the County's Emergency Radio System, the County constructed a radio communications tower on lands located at 197 Horse Hill Road, in the Town of Day, which lands are currently identified on the Saratoga County Tax Maps as Tax Parcel #42.-3-6, and were formerly identified as Tax Parcel #42.-3-4.2; and

WHEREAS, said radio communications tower is commonly known as the Lakeview Tower; and

WHEREAS, the County does not own the parcel upon which the radio communications tower was constructed in the Town of Day, but instead was granted an easement by the landowners, Kenneth and Michelle Metzler, to construct, operate and maintain the radio communications tower on said site by deed recorded in the Saratoga County Clerk's Office on December 5, 2011 as Instrument #2011041308; and

WHEREAS, Kenneth and Michelle Metzler conveyed title to said parcel to Garrett M. Metzler and Kirstie L. Metzler by deed recorded in the Saratoga County Clerk's Office on June 20, 2018 as Instrument #2018018071, which conveyance was made subject to the County's easement for the construction, operation and maintenance of the radio communications tower; and

WHEREAS, Cellco Partnership, d/b/a Verizon Wireless, ("Verizon Wireless") is interested in licensing space on the County's Communications Tower in the Town of Day for the placement, operation and maintenance of communications equipment in support of the operation of Verizon Wireless's communications network; and

WHEREAS, the County's easement agreement with the previous landowners Kenneth and Michelle Metzler, dated December 5, 2011, provides that if the County co-locates antennas or other communications equipment on the tower for non-governmental or commercial purposes, the County shall pay to Kenneth and Michelle Metzler, their heirs, successors or assigns fifty per cent (50%) of any rental or license fee received from the owners of such antennas or other communications equipment; and

WHEREAS, our Law and Finance Committee and the Commissioner of the County's Office of Emergency Services have recommended that the County enter into a license agreement with Verizon Wireless for the placement of its communications equipment on the County's Lakeview Communications Tower in the Town of Day for a ~~term of five (5) years commencing on June 1, 2020~~, subject to renewal for up to ~~eight (8) additional terms of five (5) years each~~, at a rental cost to Verizon Wireless of ~~\$26,400 per year during the initial five (5) year term~~, subject to a ~~ten per cent (10%) increase for each renewal term of five (5) years over the annual rental amount for each year of the preceding five (5) year term~~; now, therefore, be it

new terms

RESOLVED, that the Chair of the Board is hereby authorized to execute a Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Lakeview Communications Tower in the Town of Day, for a ~~term of five (5) years commencing on June 1, 2020~~, subject to renewal for up to ~~eight (8) additional terms of five (5) years each~~, at a rental cost to Verizon Wireless of ~~\$26,400 per year during the initial five (5) year term~~, subject to a ~~ten per cent (10%) increase for each renewal term of five (5) years over the annual rental amount for each year of the preceding five (5) year term~~; and, be it further

new terms

RESOLVED, that pursuant to its Agreement with Kenneth and Michelle Metzler dated December 5, 2011, the County shall pay fifty percent (50%) of the rent received from Cellco Partnership, d/b/a Verizon Wireless, its successors or assigns, to Garrett M. Metzler and Kirstie L. Metzler as heirs, successors and assigns of Kenneth and Michelle Metzler; and, be it further

RESOLVED, that the form and content of such Tower License Agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.

** Initial term 2 years,
* 10% annual increase
* \$26,400 per year
* 10% increase each year*



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: Office of Emergency Management

DATE: 06/15/2023

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize the chair to update a tower license agreement with Cellco Partnership, D/B/A Verizon Wireless, for the placement of communications equipment on the County's radio communications tower in the Town of Providence.

3. Specific Details on what the resolution will authorize:

This license agreement with Verizon Wireless is for the placement of its communications equipment on the County's Communications Tower in the Town of Providence commencing August 1, 2023, with an initial term of 2 years and will automatically renew for an additional nine (9) two (2) year terms. Initial yearly cost to Verizon Wireless will be \$30,000.00 and will increase by 2% each year over the annual renewal amount.

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

County Attorney's Office
Consulted Yes

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

County Administrator's Office
Consulted Yes

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

Revenue

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

Expense

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

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

Amount:

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

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.36-3325
- b. Budget year impacted 2023 - 2043
- 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
Yes

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted **Yes**

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:

**County of Saratoga
Tower License Agreement**

This tower license agreement (the "Agreement") is entered into this 1st day of August, ~~2019~~, ²⁰²³ (the "Effective Date") between the **County of Saratoga** (the County"), a municipal corporation duly organized and existing under the laws of the State of New York, with a principal office at 40 McMaster Street, Ballston Spa, New York 12020 and **Cellco Partnership d/b/a Verizon Wireless**, (the "Licensee") with an office for the place of business at 1 Verizon Way, Mail Stop 4AW100d, Basking Ridge, NJ 07920.

In consideration of mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

1.1 **The Site** – The Site consists of that certain parcel of property located in the Town of Providence, the County of Saratoga and further identified on the Saratoga County Tax Maps as **Tax Parcel #147.00-1-38.11**, with an address of 7247 Barkersville Road, Providence, New York, which is as depicted in **Exhibit A** attached hereto and made a part hereof.

1.2 **Communications Facility** – Means all communications equipment, equipment cabinet, generator, meter, and panel antenna to be installed and used by the Licensee at the Site, as shown on the Property Plan, Detail Site Plan, and Elevation collectively attached hereto as **Exhibit B** and made a part hereof.

**2. LICENSE, EQUIPMENT, LICENSE SPACE, APPLICATION FOR MODIFICATIONS,
CONDITIONS PRECEDENT**

2.1 **License to Install, Operate and Maintain Equipment** – The County hereby ^{updates} grants a license to the Licensee to install, operate and maintain the equipment at the Site within the license space, as such equipment and licensed space is described in and subject to the approved "Collocation Application" attached hereto as **Exhibit C** and as shown in the Detail Site Plan attached hereto as **Exhibit B**. Such license is subject to the site rules as promulgated by the County and communicated to Licensee and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations as identified in **Exhibit B** and **Exhibit C**.

2.2 **Application for Modification** – Licensee shall apply to make modifications by submitting a request to the County in writing with technical documentation outlining the modifications and such other information as may be required by the County to sufficiently analyze the request for modification to the Site. The Licensee shall be responsible for reasonable costs the County may incur for engineering analysis of the Licensee's application. The County shall advise the Licensee of those costs prior to the submission of the application for modifications. The County may require a structural analysis be conducted by engineering firm of the County's choice. An intermodulation study may be required by the County in connection with the proposed modification and the reasonable cost for the review of the intermodulation study by a consultant of the County's choice to be paid by the Licensee. No modification may be undertaken by the Licensee until such time as written permission has been granted by the County. Such written permission shall constitute an

amendment to this Agreement. Notwithstanding the foregoing, Licensee maintains the right to perform routine maintenance and repairs, without County's written permission for all replacements, and any upgrades that do not modify the structural loading of the Communications Facility, proposed to be made to the Communications Facility.

2.3 Conditions Precedent to Installation of Equipment or Commencement of Term or Modification – Notwithstanding anything to the contrary herein, the parties agree that the term for this Agreement shall not become effective and Licensee's right to install equipment or make modifications to equipment at the Site shall not commence until the following conditions are satisfied:

1. The Site Application has been approved by the County;
2. A structural analysis has been conducted and approved by the County;
3. An intermodulation RF study has been conducted and approved by the County;
4. The Licensee has supplied all required permits to the County from all required governmental authorities allowing installation;
5. All fees have been paid to the County and others as required;
6. Written authorization from the County has been supplied to the Licensee for the installation of equipment;
7. Other requirements as may be required by the County

In the event that Licensee breaches this Agreement by installing equipment or making modifications other than as permitted hereunder, then in addition to all other remedies available to the County, the County shall be entitled to receive and the Licensee shall pay to the County, upon notice from the County, an administrative fee equal to one quarter the annual basic fee set forth in Section 5.1 herein.

2.4 Performance of Work – The Licensee shall notify the County when work of any kind is to be performed at the Site (inclusive of tower, shelter and other peripheral equipment) 48 hours in advance. If the work to be performed is emergency work, the County shall be notified immediately. Notice may be provided by telephone using the telephone numbers in Section 3.3. The County shall be sole judge of the workmanship compliance at the Site, but shall use its reasonable judgment to make such determination. If required by the County the Licensee agrees to remedy any deficiencies in workmanship to the site upon notification by the County.

2.5 Documentation – The Licensee shall provide to the County such documentation described below:

1. Structural Analysis
2. Building Permit
3. Intermodulation Studies
4. Site Plans
5. Antenna Specifications
6. ERP of RF output
7. FCC Licenses
8. Insurance Certificates
9. Other documents as may be reasonably required

Such documents shall be made available to the County within thirty (30) days of its request, provided however, License shall have additional time to provide such documentation if said studies or reports take

more than thirty (30) days to complete. Subject to first providing notice pursuant to Section 9, the failure to provide documents shall constitute a breach of this Agreement.

3. ACCESS, USE OF SITE

3.1 **Access to Site** – The County hereby grants to the Licensee a non-exclusive license for pedestrian and vehicular ingress and egress from the Site over the designated access route to the site depicted as Tower Road in **Exhibit A** on a 24 hour, seven (7) days per week basis, subject to proper notifications as described in Section 2.4 for the sole purpose of maintaining, operating and repairing the Communications Facility, together with the license to maintain, operate and repair utility lines, wires, cable and other means of providing utility service to the Site. The County shall remove snow from the access road within thirty-six (36) hours of the completion of any snowstorm.

3.2 **Authorized Persons; Safety of Personnel** – Licensee’s right to access shall be limited to authorized employees, contractors and sub-contractors of the Licensee or other persons under their direct supervision. Licensee shall not allow any person to climb the tower without ensuring that such person works for a vendor approved by the County for the subject work.

3.3 **Notice to County** – The Licensee agrees to provide the County prior notice of any access to the Site by the Licensee as described in Section 2.4. The Licensee shall notify the Saratoga County Office of Emergency Services a 518-885-2232 or after hours 518-885-6761 (Sheriff’s Department).

Management
3.4 **Licensee’s Use of Site** – The Licensee shall use the site to install, operate and maintain the equipment approved for the Site as described in **Exhibit C**. The Licensee shall transmit and receive only within the frequency ranges approved by the County and identified by Licensee in **Exhibit C**; provided, however, that identification of frequencies is for the limited purpose of coordinating frequencies to prevent interference and does not establish any limits on Licensee’s ability to use any and all frequencies available to Licensee or its rights in this Agreement. Notwithstanding the foregoing, if Licensee needs to modify its approved equipment to accommodate use of a frequency, Licensee shall first obtain the County’s written permission prior to making any such modification consistent with Section 2.3.

3.5 **Permits, Authorizations and Licenses** – The Licensee shall be solely responsible for obtaining at its own expense all permits, authorizations (local zoning, local planning and Adirondack Park Agency) and licenses associated with its occupancy of the licensed space.

3.6 **Utilities** – Licensee shall pay for all electricity and other utilities it uses. Separate metering is required.

~~3.7 **Provided Equipment and Services** - Licensee will provide the County, at Licensee’s expense, with an LTE modem and wireless circuit that meets the needs for public safety present and/or future.~~

Delete 3.7

4. TERM

4.1 **Term of Agreement** – The initial license term will be ~~five (5)~~ ^{*Two (2)*} years (Initial Term”), commencing on the Effective Date. The Initial Term will terminate on the ~~fifth (5th)~~ ^{*second (2nd)*} anniversary of the Effective Date.

4.2 **Term Renewal** – This Agreement will automatically renew for up to ~~eight (8)~~ ^{*nine (9)*} additional ~~five (5)~~ ^{*Two (2)*} year terms (each ~~five (5)~~ ^{*Two (2)*} year term shall be defined as an “Extension Term”), upon the same terms and conditions

unless the Licensee notifies the County in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or any Extension Term, as applicable.

5. CONSIDERATION

5.1 **Basic Payment** – Commencing in the month following the date that Licensee commences construction (the "~~Rent commencement date~~"), Licensee shall pay to County the sum of ~~\$26,400~~ ^{effective → \$30,000⁰⁰} per year for its license and use of the Site, access road and easements to the Site. The Licensee's payment shall be remitted to The County of Saratoga, 40 McMaster Street, Ballston Spa, NY 12020. The Licensee shall include the "PROVIDENCE Tower Payment" on each payment. Payments shall be made in equal monthly installments on or before the fifth (5th) day of the month commencing on ~~January 1, 2020~~ ^{September 1, 2023}.

5.2 **Adjustments to Basic Payment** – The basic payment shall be increased ^{yearly on the anniversary of effective date} upon the renewal of the ~~Agreement for each Extension Term~~ by an amount equal to ~~10%~~ ^{2%} of the immediately preceding Extension Term. The payment shall never decrease.

5.3 **Taxes** – The Licensee shall be responsible to pay any real property taxes attributed to the installation of its Communication Facility at the site. The Licensee hereby holds the County harmless from the payment of any tax payments owed by Licensee under this Section 5.3.

6. INTERFERENCE

6.1 **Interference by Licensee** – The Licensee agrees it shall not operate its Communication Facility at the Site in such a fashion as to cause RF interference with the County's Public Safety Radio Equipment. If Licensee's Communications Facility is causing interference, and continues for a period in excess of 48 hours following notice to the Licensee, which notice shall be made via telephone to Licensee's Network Operations Center at either (800) 224-6620 or (800) 621-2622, Licensee shall take all appropriate steps to confirm if Licensee's equipment is causing the interference, and if the equipment is confirmed to be causing interference, reduce power or cease operations of the interfering equipment until the interference is cured. The County may grant, after the Effective Date, a lease, license or any other right to any third party for use of the property identified in Section 1.1, provided such use does not interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. The County will not, nor will the County permit its employees, tenants, licensees, invitees, agents or contractors to interfere with Licensee's Communication Facility, Licensee's authorized operations or any rights of Licensee under this Agreement. County will take reasonable precautions to prevent interference with Licensee's operations. The County anticipates entering into additional licensing agreements for this tower site with third party carriers and agrees that it will insert language into such additional licensing agreements, which will prohibit such third party carriers from interfering with Licensee's Communications Facility or its rights under this Agreement.

7. INSURANCE

7.1 **Insurance** – The Licensee shall carry public liability insurance covering its use of the Site in terms and form as is satisfactory to the County. The policy shall include the County of Saratoga as an additional insured. The Licensee shall provide the County with proof of such insurance coverage in a form that is acceptable to the County. **Exhibit D** shall set forth coverage limits required by the County. All insurance policies and coverages shall be approved by the County Attorney.

8. MUTUAL INDEMNIFICATION

8.1 Each party shall indemnify, defend and hold the other party, its affiliates, subsidiaries, directors, officers, employees and contractors harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of indemnifying party's and/or any of its contractors, subcontractors, servants, agents or invitees' negligence or willful misconduct.

9. DEFAULTS, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

9.1 Failure by the Licensee to either pay any amount due hereunder within thirty (30) days of written notice from the County that said payment is delinquent or cure any breach of any covenant (not related to timeliness of payment) herein within thirty (30) days of written notice from the County of said breach, or, if the failure cannot reasonably be remedied in such time, if Licensee does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, shall constitute an event of default hereunder. Failure by the County to cure any breach of any covenant herein within thirty (30) days of written notice from the Licensee shall constitute an event of default hereunder. In the event of default, Licensee shall immediately make full payment of all amounts that are payable pursuant to Section 5.1 of the Agreement for such Initial Term or Extension Term, as applicable. Except as otherwise provided in the Agreement, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise.

10. GOVERNING LAW

10.1 The laws of the State of New York shall govern this Agreement and any dispute related to this Agreement shall be resolved by litigation in the State of New York, County of Saratoga.

11. ASSIGNMENT, SUBLEASE, SHARING

11.1 The Agreement may not be sold, assigned or transferred in whole or in part by the Licensee without prior written permission from the County. However, Licensee will have the right to assign, sell or transfer its interest under this Agreement without the prior written permission from the County to Licensee's "affiliate" (hereinafter defined) or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the FCC in which the site is located by reason of a merger, acquisition or other business reorganization. An affiliate is any person or entity that directly or indirectly controls, is controlled by or under common control with the Licensee, where control shall mean the power to direct the management of the policies of that person or entity, whether through the ownership of voting securities, by contract, agency or otherwise. The Licensee shall not sub-lease its interest in the Agreement without prior written permission from the County. The Licensee shall not share the use of its equipment with any non-affiliate third party.

12. NOTICES

12.1 All notices hereunder shall be in writing and shall be given by established express delivery service which maintains records, hand delivery or certified registered mail, postage prepaid, return receipt requested. Emergency notifications may also be made by facsimile transmission to County and by phone to Licensee at the Verizon Network Operations Center at (800) 264-6620, provided the notice is concurrently given by one of

the above methods. Notices are effective upon receipt or upon attempted delivery if delivery is refused or if delivery is impossible. Notices shall be sent to the parties at the following addresses:

To Licensee:

Cellco Partnership

~~1 Verizon Way, Mail Stop 4AW100d,
Basking Ridge, NJ 07920~~

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

To County:

County of Saratoga County
40 McMaster Street
Ballston Spa, NY, 12020

Copy to (but does not constitute notification or service):

Saratoga County Office of Emergency Services Management
~~25 West High Street~~ 6012 County Farm Road
Ballston Spa, NY 12020
Phone: (518) 885-2232
Fax: (518) ~~884-4707~~ 885-2278

13. TERMINATION

13.1 This Agreement may be terminated, without penalty or further liability, as follows:

1. By either party if the other party is in default as described in Section 9.1 or elsewhere in this Agreement after the applicable cure periods;
2. By Licensee upon written notice to the County if Licensee is unable to obtain, or maintain any required approvals or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communications Facility;
3. By Licensee, upon written notice to the County for any reason or no reason, at any time prior to commencement of construction by Licensee; and
4. By Licensee upon 60 days' prior written notice to the County and for any reason or no reason, provided Licensee pays to the County a termination fee equal to $\frac{1}{4}$ of the annual basic payment under Section 5.1. Within 90 days of the expiration or earlier termination of the Agreement, Licensee will remove the Communications Facility from the site and to the extent practicable, will restore the site to it's the same condition it was at the commencement of this Agreement, reasonable wear and tear and loss by other causes beyond Licensee's control excepted.
5. By the County, upon 90 days' prior written notice to the Licensee, in the event: i) the County's APA permit (if applicable) for the tower is revoked, cancelled or terminated for any reason; or ii) of

Licensee's breach of any provision set forth in this Agreement and Licensee's failure to cure such breach within and additional 60 days of being advised in writing by the County of the occurrence or existence of such breach pursuant to Section 9.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

County of Saratoga

By: _____ Date: _____

Print Name: ~~Kevin J. Tollisen~~ Theodore T. Kusnetz, JR

Title: Chairman, Board of Supervisors

Pursuant to Resolution ~~2019~~ 2023

Licensee:

Celco partnership d/b/a Verizon Wireless.

By: _____ Date: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM AND CONTENT:

County Attorney

Exhibit A

(Tax Map Depicting Tower Site on Tax Parcel #147.-1-38.11)

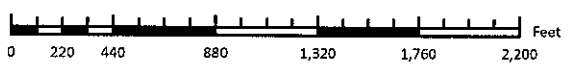


Tax parcel: 147-1-38.11

Providence Tower
Lat: 43° 5.967'
Long: 74° 2.100' W

Tower Road

16



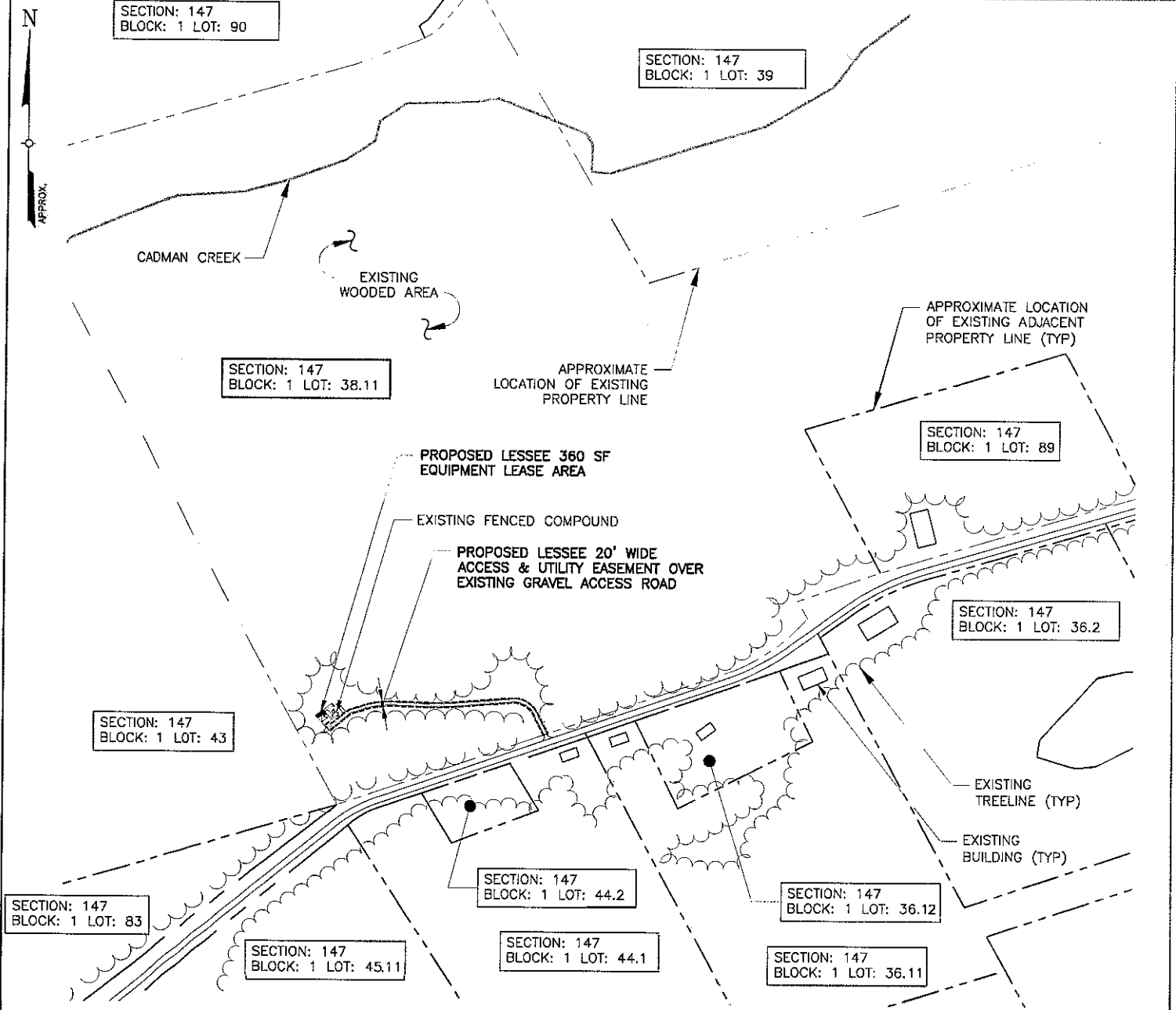
Providence Tower



Exhibit B

(Property Plan, Detail Site Plan and Elevation)

SITE INFORMATION	
COORDINATES:	43.099194° N -74.035306° W
GROUND ELEVATION:	1,464.7'± AMSL
TOWER OWNER:	COUNTY OF SARATOGA



NOTE

1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
2. FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.

1
LE-1

PROPERTY PLAN

SCALE: 1" = 600'



Tectonicⁱ

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

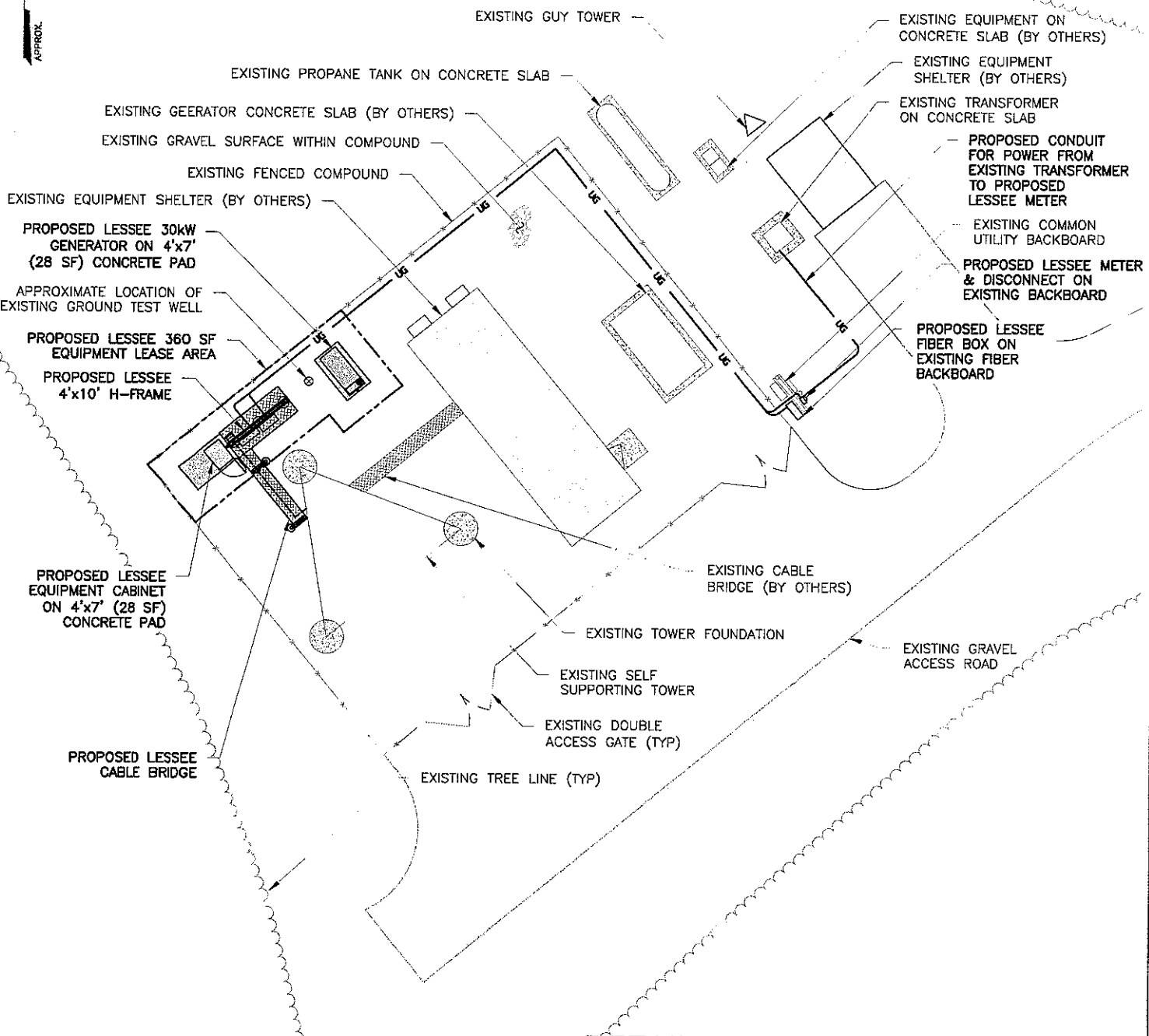
Tectonic Engineering & Surveying Consultants P.C.
 36 British American Blvd. Phone: (518) 783-1630
 Suite 101 (800) 829-6531
 Latham, NY 12110
www.tectonicengineering.com

PROVIDENCE – LEASE EXHIBIT

PROJECT # 20191964883 – LOCATION CODE # 546029

7247 BARKERSVILLE RD – TOWN OF PROVIDENCE – SARATOGA COUNTY, NY 10918

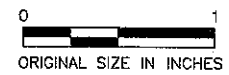
CELLCO PARTNERSHIP,
(LESSEE)
1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586




1
LE-2

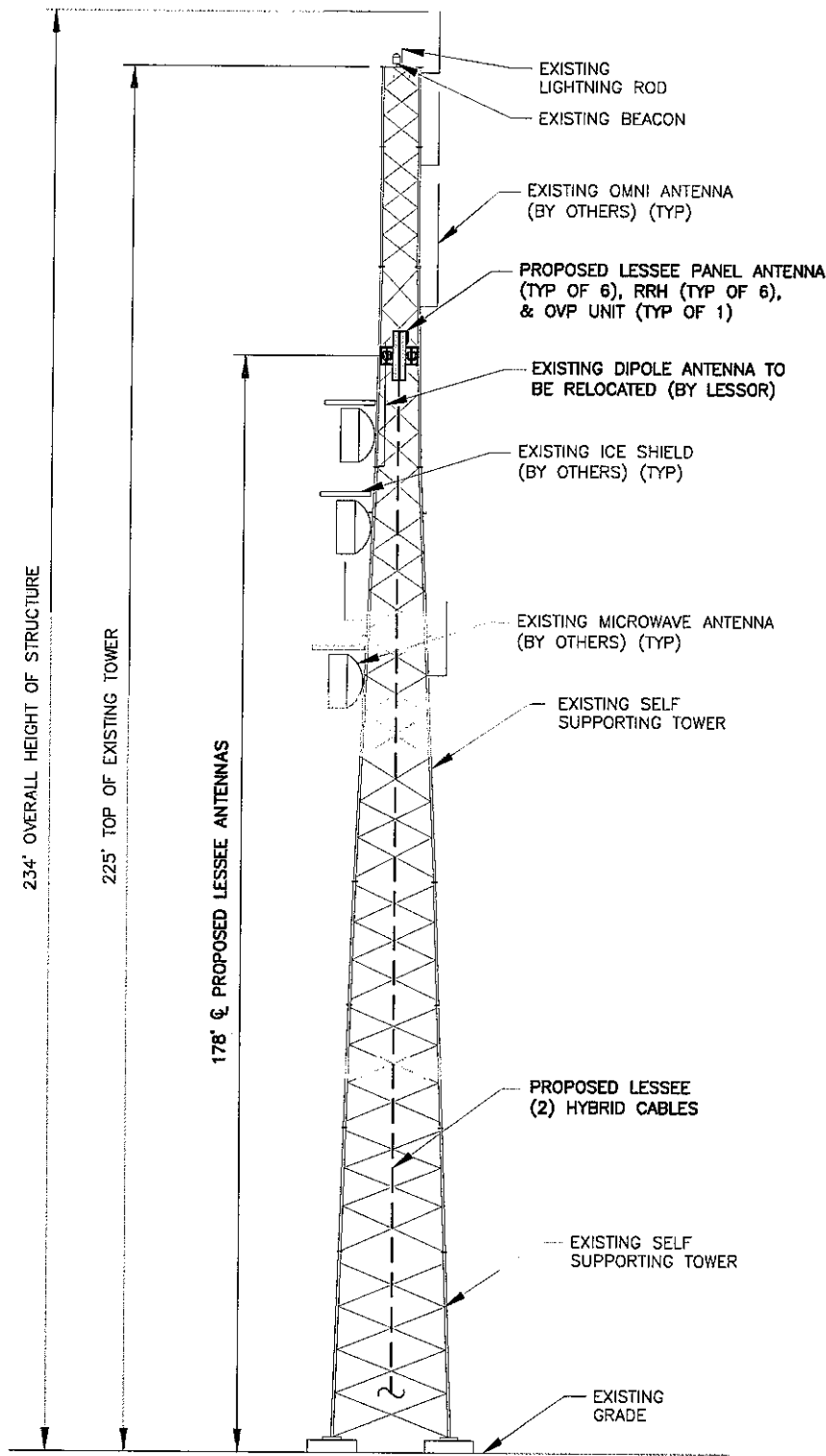
DETAIL SITE PLAN

SCALE: 1" = 10'



NOTE:
FINAL FIBER/TELCO ROUTING TO BE DETERMINED BY PROVIDER.

 <p>PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.</p> <p>Tectonic Engineering & Surveying Consultants P.C. 36 British American Blvd. Phone: (518) 783-1630 Suite 101 (800) 829-6531 Latham, NY 12110 www.tectonicengineering.com</p>	PROVIDENCE — LEASE EXHIBIT			
	PROJECT # 20191964883 — LOCATION CODE # 546029			
	7247 BARKERSVILLE RD — TOWN OF PROVIDENCE — SARATOGA COUNTY, NY 10918			
	CELLCO PARTNERSHIP, (LESSEE) 1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586			
TEC WO:9725.10	ISSUED BY: GB	DATE: 10/23/19	SCALE: AS NOTED	SHEET: LE-2
			REV: 2	



1 ELEVATION
LE-3 SCALE: 1" = 30'

0 1
ORIGINAL SIZE IN INCHES

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering & Surveying Consultants P.C.
36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-6531
Latham, NY 12110

www.tectonicengineering.com

PROVIDENCE - LEASE EXHIBIT

PROJECT # 20191964883 - LOCATION CODE # 546029

7247 BARKERSVILLE RD - TOWN OF PROVIDENCE - SARATOGA COUNTY, NY 10918

CELLCO PARTNERSHIP,
(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO: 9725.10

ISSUED BY: GB

DATE: 10/23/19

SCALE: AS NOTED

SHEET: LE-3

REV: 2

Exhibit C
(Collocation Application)



SARATOGA COUNTY OFFICE OF EMERGENCY SERVICES

Collocation Application

CONTACT US: 25 West High Street Ballston Spa, NY 12020
(518) 885-2232 Emergencyservices@saratogacountyny.gov

All information must be completed on the application for consideration. Incomplete applications may delay processing. This application will become an exhibit to the Providence site agreement.

Date: _____

Tower Site: Providence - Tax Map Parcel NO. 147.00-1-38.11

ADMINISTRATIVE SECTION

Licensee Information:

Company Legal Name: Cellco Partnership d/b/a Verizon Wireless

Street Address: One Verizon Way, Mail Stop 4AW100d

City: Basking Ridge State: NJ Zip: 07920

Contact Information (Project Manager):

Name: Sara Colman

Company Legal Name: Airosmith Development Inc

Street Address: 32 Clinton St

City: Saratoga Springs State: NY Zip: 12866

Phone: 518-461-7114 Fax: N/A

Email: scolman@airosmithdevelopment.com

Signature: _____ Date: _____

Billing Information:

Company Legal Name: N/A

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Federal Tax ID: _____

TECHNICAL SECTION

Antenna Information

	Sector 1 (Transmit Antenna)	Sector 2 (Receive Antenna)	Sector 3
Antenna Height AGL	170	<u>170</u>	<u>170</u>
Antenna Quantity	2	2	<u>2</u>
Antenna Manufacturer	JMA	<u>JMA</u>	<u>JMA</u>
Antenna Model (Attach Specs)	MX06FIT865-02	MX06FIT865-02	MX06FIT865-02
Antenna Dimensions	95.9" x 12.2" x 10.7"	95.9" x 12.2" x 10.7"	95.9" x 12.2" x 10.7"
ERP (watts)			
Azimuth	0, 120, 240	0, 120, 240	0, 120, 240
Antenna Mount Type	Commscope 2" Spacing antenna Bracket	Commscope 2" Spacing antenna Bracket	Commscope 2" Spacing antenna Bracket
Tower Mount Amplifiers (TMA)	Yes – 2 RRH / 1 OVP BOX	Yes -2	<u>Yes -2</u>
TMA Manufacturer	Samsung	Samsung	Samsung
TMA Model	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C / Raycap OVP Box RVZDC-6627-PF-48</u>	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C</u>	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C</u>
TMA Dimensions	<u>26" x 12.9" x 8.1" / 28.9" x 10.3" x 15.7"</u>	<u>26" x 12.9" x 8.1"</u>	<u>26" x 12.9" x 8.1"</u>
Number of Transmission Lines	1 Hybrid Cable		
Diameter of Trans Lines	12x24		
Manufacturer of Trans Lines	N/A		
GPS Antenna	No		

Dimension of Building Pad	4' x 7' concrete pad for equipment cabinets. 4' x 8' concrete pad for generator.	Total Floor Space Needed	16.6' x 20'	Total Sq. Ft. 330
Shelter Size	N/A	Outdoor Cabinets	Quantity	Size
Power and Generator				

Power Requirements (volts)	200 amps			
Back Up Power Required?	YES	Generator Manufacturer		
Generator Size		Kilowatt Output N/A	30kW	
Fuel Type	Diesel			

RF Information:

Technology Type			
Transmit Frequencies (range)			
Receive Frequencies (range)			
Call Sign		FCC License Expiration Date:	

Microwave Technology (If Applicable)

Antenna Height AGL	N/A
Antenna Quantity	
Antenna Manufacturer	
Antenna Model (Attach Specs)	
Antenna Dimensions	
ERP (Watts)	
Azimuth	
Antenna Mount Type	

Special Notes:

NONE

NOTE: No changes, additions, deletions or alterations to this application are permitted. If unauthorized changes, additions, deletions or alterations are found it may be grounds for dismissal of the applications and loss of access to the site.

Exhibit D

(County Insurance Requirements)

The Licensee shall at all times maintain comprehensive general liability insurance issued by a company licensed to do business in the State of New York covering the Site and Communications Facility in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Licensee may utilize umbrella/excess liability coverage to achieve the limits required herein, which coverage must be as broad as the primary coverage. The policy shall name the County of Saratoga, 40 McMaster Street, Ballston Spa, NY, 12020, as an additional insured, and Licensee shall provide the County with proof of such additional insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to County. All insurance provided must be approved by the Saratoga County Attorney.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 245 - 2019

Introduced by Supervisors Peck, Allen, Barrett, Lawler, O'Connor, Ostrander and Szczepaniak

AUTHORIZING THE CHAIR TO EXECUTE A TOWER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS, FOR THE PLACEMENT OF COMMUNICATIONS EQUIPMENT ON THE COUNTY'S RADIO COMMUNICATIONS TOWER IN THE TOWN OF PROVIDENCE

An updated tower license agreement

WHEREAS, as part of the County's Emergency Radio System, the County constructed a radio communications tower on County lands located at 7247 Barkersville Road in the Town of Providence, which lands are identified on the Saratoga County Tax Maps as Tax Parcel #147.-1-38.11; and

WHEREAS, Cellco Partnership, d/b/a Verizon Wireless, ("Verizon Wireless") is interested in licensing space on the County's Communications Tower in the Town of Providence for the placement, operation and maintenance of communications equipment in support of the operation of Verizon Wireless's communications network; and

WHEREAS, our Public Safety Committee and the Commissioner of the County's Office of Emergency Services have recommended that the County enter into a license agreement with Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Providence for a term of ~~five (5) years~~ commencing ~~January 1, 2020~~, subject to renewal for up to ~~eight (8) additional terms of five (5) years each~~, at a cost to Verizon Wireless of ~~\$26,400~~ per year during the initial ~~five (5) year~~ term, subject to a ten per cent ~~(10%)~~ increase for each renewal term of ~~five (5) years~~ over the preceding ~~five (5) year~~ term; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute a Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Basking Ridge, New Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications Tower in the Town of Providence, for a term of ~~five (5) years~~ commencing January 1, 2020, subject to renewal for up to ~~eight (8) additional terms of five (5) years each~~, at a cost to Verizon Wireless of ~~\$26,400~~ per year during the initial ~~five (5) year~~ term, subject to a ten per cent ~~(10%)~~ increase for each renewal term of ~~five (5) years~~ over the preceding ~~five (5) year~~ term; and, be it further

*New Terms
Initial term 2 years
\$26,400 per year
10% increase
New look plan
Terms*

RESOLVED, that the form and content of such Tower License Agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.

RESOLVED, that the Chair of the Board is hereby authorized to execute a Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Luzerne Communications Tower in the Town of Lake Luzerne, Warren County, for a term of five (5) years commencing on August 1, 2020, subject to renewal for up to eight (8) additional terms of five (5) years each, at a rental cost to Verizon Wireless of \$26,400 per year during the initial five (5) year term, subject to a ten per cent (10%) increase for each renewal term of five (5) years over the annual rental amount for each year of the preceding five (5) year term; and, be it further

See prior page markings

RESOLVED, that pursuant to its Agreement with the Town of Lake Luzerne dated April 26, 2010, the County shall pay fifty percent (50%) of the rent received from Cellco Partnership, d/b/a Verizon Wireless, its successors or assigns, to the Town of Lake Luzerne, acting on behalf of the Luzerne Water District; and, be it further

RESOLVED, that the form and content of such Tower License Agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.



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 Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Tracy Goodson, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Animal Shelter

DATE: 6/15/2023

COMMITTEE: Public Safety

1. Is a Resolution Required:

No, Committee Approval Only

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

Approval by this Committee will increase cat/kitten adoptions at the Shelter. This is an annual request to promote adoptions by reducing the total adoption fee from now through December 31, 2023. Adoption portion (\$55) waived--other fees: rabies vaccination (\$15) Felv testing (\$15), microchip (\$20) still apply.

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

County Attorney's Office
Consulted Yes

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

County Administrator's Office
Consulted **Yes**

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

Revenue

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

Expense

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

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

Amount:

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

No Budget Impact

- 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 the awarding of a contract: Y N

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted
N/A

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

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

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Summary of Cat and Kitten Intake by Year

10. Remarks:

In order to promote adoption due to increased populations and the rising cost of animal care, I make this Annual request to remove the adoption fee for cats and kittens through December 31, 2023. Adoption portion (\$55) waived. Additional fees such as rabies vaccination (\$15), Felv testing (\$15), and microchip (\$20) will still apply.

SARATOGA COUNTY ANIMAL SHELTER

Intake of Cats and Kittens by Year

2019 ---1140

2020—1358

2021--- 1328

2022---1600

Jan 1, 2023-June 21, 2023---579