



Law & Finance Committee

Wednesday, July 12, 2023 4PM
40 McMaster Street, Ballston Spa, NY

Chair: Jonathan Schopf

Members: Philip Barrett (vc), Diana Edwards, Joe Grasso, John Lant, Kevin Tollisen, Matt Veitch

Agenda

Welcome and Attendance

Approval of the minutes from June 14, 2023

REAL PROPERTY TAX

- Temporarily revising projected revenues from the 2023 Real Property Tax Foreclosure Auction and amending the 2023 County budget in relation thereto.
(Andrew Jarosh, County Treasurer)
BUDGET IMPACT: The budget will be amended to decrease revenue and decrease fund balance in the amount of \$750,000.
- Authorizing a budget transfer to fund the investigation of two tax delinquent parcels for environmental contamination and amending the 2023 County budget in relation thereto.
(Andrew Jarosh, County Treasurer)
BUDGET IMPACT: The budget will be amended to increase appropriations and decrease fund balance by \$50,000.

HEALTH & HUMAN SERVICES

- Amending Resolution 296-2021, authorizing amendments to health contracts to include State-funded cost of living increases and amending the 2023 County budget in relation thereto.
(Michael Prezioso, Commissioner of Mental Health & Addiction Services)
BUDGET IMPACT: The budget will be amended to accept these funds and authorize the related expenses.
- Authorizing the acceptance of grant funds from the New York State Department of Health/Health Research Incorporated for strengthening Public Health Infrastructure, Workforce and Data Systems.
(Daniel Kuhles, Commissioner of Health)
BUDGET IMPACT: The budget will be amended to accept these funds and authorize the related expenses.

- Authorizing the acceptance of grant funds from the New York State Department of Health/Health Research Incorporated for Public Health Emergency Preparedness.
(Daniel Kuhles, Commissioner of Health)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

PUBLIC SAFETY

- Authorizing an amended tower license agreement with Celco Partnership, DBA Verizon Wireless, for placement of communications equipment on the County's Radio Communications tower in the Town of Edinburg.
(Andre Delvaux, Director of Emergency Management)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an amended tower license agreement with Celco Partnership, DBA Verizon Wireless, for placement of communications equipment on the County's Radio Communications tower in the Town of Lake Luzerne.
(Andre Delvaux, Director of Emergency Management)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an amended tower license agreement with Celco Partnership, DBA Verizon Wireless, for placement of communications equipment on the County's Radio Communications tower in the Town of Day.
(Andre Delvaux, Director of Emergency Management)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an amended tower license agreement with Celco Partnership, DBA Verizon Wireless, for placement of communications equipment on the County's Radio Communications tower in the Town of Providence.
(Andre Delvaux, Director of Emergency Management)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

ECONOMIC DEVELOPMENT

- Authorizing the transfer of funds from the Economic Development Reserve Fund and amending the 2023 County budget in relation thereto.
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT: The budget will be amended to increase appropriations and reduce the Economic Development Reserve fund by \$24,949.24.
- Authorizing the acceptance of funding for the Summer Youth Employment Program.
(Jenniffer McCloskey, Director of Workforce Development)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

- Authorizing the acceptance of Federal Funds for the Workforce Innovation and Opportunity Act 2023-2024 program year, and amending the 2023 County budget in relation thereto.
(Jenniffer McCloskey, Director of Workforce Development)
BUDGET IMPACT: The budget will be amended to accept these funds and authorize the related expenses.
- Approving the Workforce Development Board budget for program year 2023-2024 and authorizing agreements with Warren and Washington Counties to fund Workforce Development Board services.
(Jenniffer McCloskey, Director of Workforce Development)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an agreement with Black Dog Designs LLC for website design, branding and social media marketing for the Saratoga, Warren, and Washington County Workforce Development Board.
(Jenniffer McCloskey, Director of Workforce Development)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

TRAILS & OPEN SPACE

- Authorizing the transfer of funds from the County Trails Development Reserve and amending the 2023 County budget in relation thereto.
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT: The budget will be amended to increase appropriations and reduce the Trails Grant Reserve fund by \$10,000.
- Amending Resolution 309-2022 to modify the Trails Grant Award to the Town of Greenfield by the Saratoga County Trails Grant Program..
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT: No Budget Impact.

LAW & FINANCE

- Authorizing a temporary easement agreement with Kingsley Corner, LLC for improvements to the intersection of Lake Hill Road and Kingsley Road.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: No Budget Impact.
- Authorizing purchase agreements for the acquisition of permanent construction easements associated with the County Route 4 (North Shore Rd.) culvert replacement over Beecher Creek in the Town of Edinburg.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

- Authorizing the acceptance of ownership of portions of Luther Forest Boulevard and Luther Forest Boulevard extension in the Town of Stillwater, and authorizing an agreement with the Town of Stillwater and Globalfoundries Innovation, LLC related to future maintenance of the roads and all off-road areas, infrastructure and facilities.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: No Budget Impact.
- Authorizing an agreement with Xylem Water Solutions Inc. to upgrade the Saratoga County Sewer District's No. 1 Wastewater Treatment Plant UV Disinfection System.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an agreement with Environmental Design Partnership, LLP of Clifton Park for work associated with the construction administration and construction inspection of the Ace Pump Station upgrades in the Town of Wilton.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing a change order agreement for additional work related to the asbestos and mold abatement performed by Jupiter Environmental Services Inc.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Amending resolution 181-12, as last amended by resolution 239-2022, and establishing or revising a standard workday reporting resolution for elected and appointed County officials for retirement purposes.
(Therese Connolly, Clerk of the Board)
BUDGET IMPACT: No Budget Impact.

CHAIRMAN'S ITEM

- Appointing Cassandra M. Bagramian as Commissioner of the Board of Elections.
(William Fruci, Commissioner of Elections)
BUDGET IMPACT: No Budget Impact.

OTHER BUSINESS

- Setting agenda for Board Meeting Scheduled for July 18, 2023**

Adjourn

*To view the webcast live or once recorded, go to
<https://www.saratogacountyny.gov/meetings/2023-meetings/>*



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
Tracy Goodson, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: June 16, 2023

COMMITTEE: Law & Finance

RE: AUTHORIZING AN EASEMENT AGREEMENT WITH KINGSLEY CORNER, LLC FOR IMPROVEMENTS TO THE INTERSECTION OF LAKE HILL ROAD AND KINGSLEY ROAD

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

See above

3. Specific Details on what the resolution will authorize:

Authorizing a temporary easement agreement with Kingsley Corner, LLC for the construction of a sidewalk at the intersection of Lake Hill Road and Kingsley Road in the Town of Ballston.

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

County Attorney's Office
Consulted

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

County Administrator's Office
 Consulted

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

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

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

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

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

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:

This temporary easement will allow construction of the sidewalk project in the Town of Ballston that was authorized as part of Resolution 78-2023.

7/18/23



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XX - 2023

Introduced by Public Works: Supervisors Barrett, Edwards, Lawler, Schopf, Smith, M. Veitch and Wood

AUTHORIZING AN EASEMENT AGREEMENT WITH KINGSLEY CORNER, LLC FOR IMPROVEMENTS TO THE INTERSECTION OF LAKE HILL ROAD AND KINGSLEY ROAD

WHEREAS, pursuant to Resolution 78-2023, this Board authorized an intermunicipal agreement with the Town of Ballston for improvements to the intersection of Lake Hill Road and Kingsley Road, as well as a consultant agreement with CHA Consulting, Inc., in relation thereto, for the addition of a crosswalk, ADA accessible sidewalk ramps and push-button poles; and

WHEREAS, during the design phase it was determined that to complete the crosswalk improvement project the County of Saratoga would need to obtain an easement over the southwest corner of the intersection of Lake Hill Road and Kingsley Road; and

WHEREAS, to be able to make the necessary improvements to the intersection of Lake Hill Road and Kingsley Road it is necessary for the County of Saratoga to enter in to an agreement with Kingsley Corner, LLC to obtain an easement over the southwest corner of the intersection for the installation of the ADA accessible sidewalk ramp and push-button pole; and

WHEREAS, it is appropriate that the County of Saratoga enter into an easement agreement with Kingsley Corner, LLC to gain access to the southwest corner of the intersection of Lake Hill Road and Kingsley Road to facilitate construction of the crosswalk improvement project; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an easement agreement with Kingsley Corner, LLC of Clifton Park, New York, to gain access to the southwest corner of the intersection of Lake Hill Road and Kingsley Road to facilitate construction of the crosswalk improvement project; and it is further

RESOLVED, that the form and content of said agreements shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.

July 18, 2023 Regular Meeting

Motion to Adopt: Supervisor(s):

Second: Supervisor(s):

AYES:

NOES:

ABSENT:

ABSTAIN:



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
Tracy Goodson, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: June 16, 2023

COMMITTEE: Public Works

RE: Authorize purchase agreements for the acquisition of permanent easements

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorize purchase agreements for the acquisition of permanent easements

3. Specific Details on what the resolution will authorize:

Authorizing two (2) permanent easement agreements associated with the County Route 4 culvert replacement over Beecher Creek, Town of Edinburg, in the amount of \$800 to Cowsert-Ward and \$600 to Fitzgerald.

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

County Attorney's Office
Consulted

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

County Administrator's Office
 Consulted

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted H2023.50.100-7502
- b. Budget year impacted 2023
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

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

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

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

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

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

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

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:

Draft resolution attached

May 30, 2023

Gregory Ball
Deputy Commissioner of Public Works
Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, New York 12020

Re: **CR 4 (North Shore Rd) over Beecher Creek**
Saratoga County, New York

REQUEST FOR FINAL EXECUTING OF DOCUMENTS & PAYMENT OF CHECKS

Dear Mr. Ball:

Enclosed you will find the originally signed, partially executed purchase agreement(s) and associated documents for the map(s) listed below:

Map No.	Parcel No.	Tax Parcel ID	Type	Property Owner / Payee	Approved Compensation
1	1	80.-1-73	Permanent Easement	Walter and Susan Fitzgerald	\$600.00

Map No.	Parcel No.	Tax Parcel ID	Type	Property Owner / Payee	Approved Compensation
2	2	80.12-1-40	Permanent Easement	Rick E. Cowser & Beth Ward	\$800.00**

**Checks may need to be split between both property owners for Map 2 (\$400.00 each as they live in separate states). I'm confirming with them now and will let you know.*

Please review and execute the following enclosed documents:

1. Sign Agreements to Purchase Temporary Easements. Must also be signed by a witness.
2. Sign Form TP-584 where indicated.
3. Sign maps where indicated.
 - a. Fully executed Form W-9 forms are enclosed for the County to keep on file.
4. **Request check made out to Payee as specified above for payment of the approved compensation.**
5. **Please enclose the fully executed documents along with the payment check to my attention at 80 Wolf Road, Suite 300, Albany, NY 12205. PLEASE DO NOT MAIL CHECKS TO PROPERTY OWNERS.** A prepaid return UPS return envelope is provided for your convenience.

Upon receipt of the fully executed Purchase Agreement and check, I complete the transfer of the real property interests to Saratoga County.

If you should have any questions, please do not hesitate to contact me. (518) 898-9556 / kdempsey@gpinet.com. Thank you.

Best,
Greenman-Pedersen, Inc.


Kimberly Dempsey
Right of Way Specialist

Mr. Gregory Ball
Deputy Commissioner
Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, New York 12020

**Re: Payment Request for 46 North Shore Road, Northville, NY (Tax ID 80.12-1-40)
CR 4 North Shore Road project**

A permanent easement is required in reference to the property located at 46 North Shore Road, Northville, NY (Tax ID 80.12-1-40) as delineated on Map 2, Parcel 2 for the purpose of constructing, reconstructing, and maintaining BIN 3-30479-0 located on County Route 4, over Beecher Creek, in connection with the CR 4 North Shore Road project.

The permanent easement for this property was established with a just compensation value of \$800.00. The two property owners, Beth Ward and Rick Cowsert, have agreed to and signed all documents. Mr. Cowsert and Ms. Ward live in different states and are in the process of placing this property on the market for sale. They are requesting the total compensation of \$800.00 be divided among them in two individual checks for \$400 each.

I spoke to Ms. Ward to explain the change in the vouchers. The updated Vouchers for both are attached.

Though the process for issuing the checks may take a few weeks, the sellers need fully executed documents to provide to their real estate agent for disclosure on the permanent easement to potential buyers. If at all possible, could you please email me a copy of the fully executed documents prior to the check execution?

If you have any questions, I can be reached at (518) 898-9556.

Thank you,
Greenman-Pedersen, Inc.



Kimberly Dempsey
Right of Way Specialist

TOWN OF EDINBURG
SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

TOWN OF EDINBURG
COUNTY ROAD 4
BEECHER CREEK

BIN: 3304790

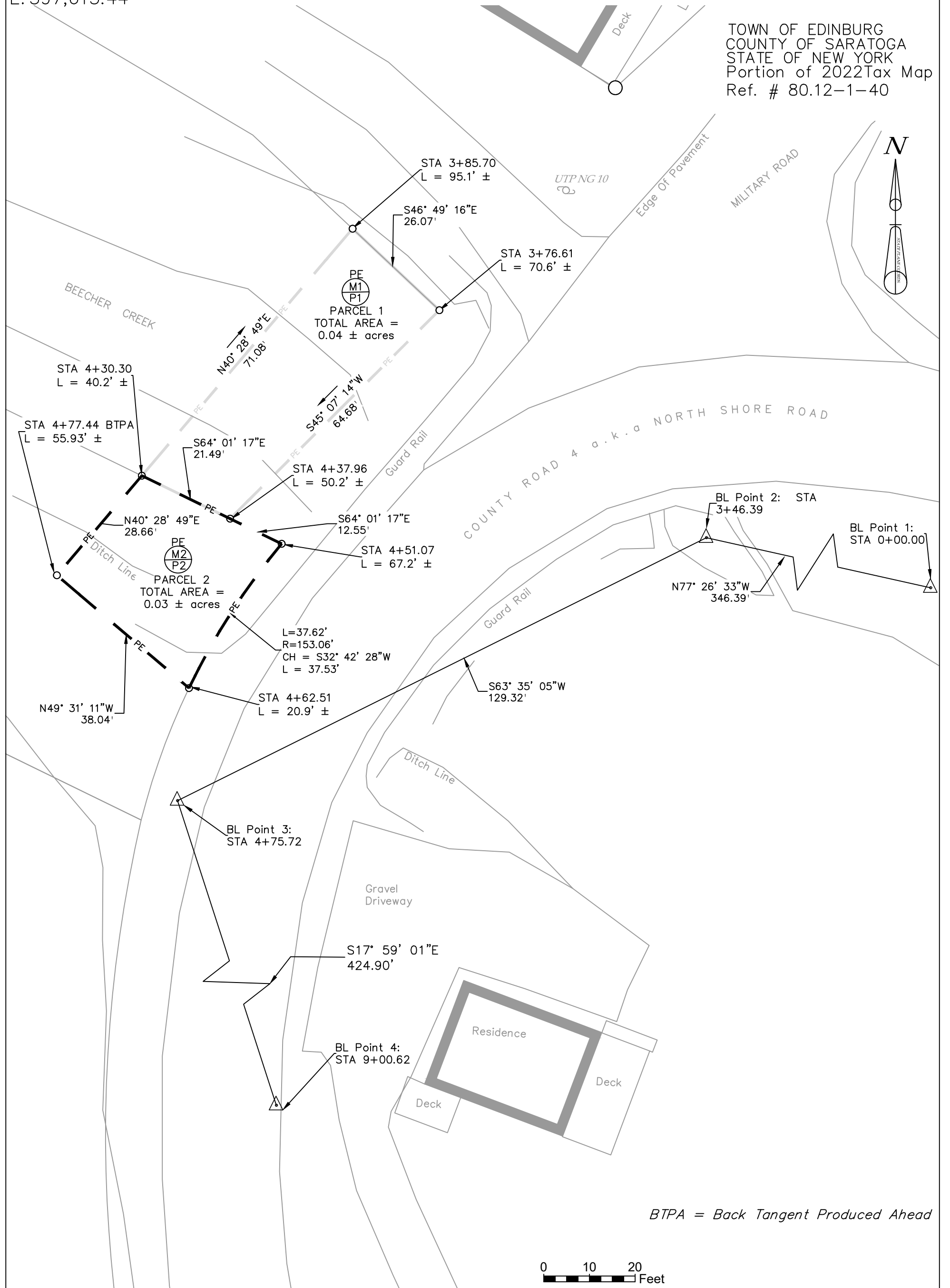
MAP NO. 2
PARCEL NO. 2
SHEET 1 OF 2

PARCEL LOC. POINT
PARCEL NO. 2
N: 1,598,826.70'
E: 597,615.44'

RICK E COWSERT & BETH A WARD
(REPUTED OWNER)

PARCEL SUMMARY
TYPE: PE

TOWN OF EDINBURG
COUNTY OF SARATOGA
STATE OF NEW YORK
Portion of 2022 Tax Map
Ref. # 80.12-1-40



BTPA = Back Tangent Produced Ahead

**COUNTY OF SARATOGA
COUNTY MUNICIPAL CENTER
BALLSTON SPA NY 12020**

VOUCHER

DEPT. c/o Public Works – Highway

Claimant's Vendor ID#	
Name:	Rick E. Cowser
Address:	1505 Lancashire Way Deland, Florida 32720

PURCHASE ORDER NO.		VOUCHER NO.
DO NOT WRITE IN THIS BOX		
DATE VOUCHER RECEIVED		
FUND APPROPRIATION	AMOUNT	PO NUMBER
	\$400.00	
OPEN \$		
CK	JE	
	TOTAL	\$400.00
Abstract No.		
Vendor's Ref. No.		DP

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
3/31/2023	1 LS	A permanent easement is required to accommodate the new guiderail and the construction activities of the culvert replacement, which includes access for future maintenance to the culvert and guiderail. Tax Map: 80.12-1-40 PIN: BIN 3-30479-0 CR 4 (North Shore Road) over Beecher Creek Saratoga County	\$400.00	\$400.00
			TOTAL	\$400.00

CLAIMANT'S CERTIFICATION

I, **Rick E. Cowser**, certify that the above account in the amount of **\$400.00** is true and correct, that the items, services, and disbursements charged were rendered to our for the municipality on the dates stated, that no part has been paid or satisfied, that taxes, from which the municipality is exempt, are not included, and the amount claimed is actually due.

5/21/23 _____
Date SIGNATURE TITLE

DEPARTMENT APPROVAL	APPROVAL FOR PAYMENT
The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.	This claim is approved and ordered paid from the appropriations indicated above.
DATE	AUTHORIZED COUNTY OFFICIAL

**COUNTY OF SARATOGA
COUNTY MUNICIPAL CENTER
BALLSTON SPA NY 12020**

VOUCHER

DEPT. c/o Public Works – Highway

Claimant's Vendor ID#	
Name:	Beth Ward
Address:	PO Box 239 Northville, NY 12134

PURCHASE
ORDER NO.

VOUCHER
NO.

DO NOT WRITE IN THIS BOX

DATE VOUCHER RECEIVED			
FUND APPROPRIATION		AMOUNT	PO NUMBER
		\$400.00	
OPEN \$			
CK	JE		
TOTAL		\$400.00	
Abstract No.			
Vendor's Ref. No.			DP

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
3/31/2023	1 LS	A permanent easement is required to accommodate the new guiderail and the construction activities of the culvert replacement, which includes access for future maintenance to the culvert and guiderail. Tax Map: 80.12-1-40 PIN: BIN 3-30479-0 CR 4 (North Shore Road) over Beecher Creek Saratoga County	\$400.00	\$400.00
			TOTAL	\$400.00

CLAIMANT'S CERTIFICATION

I, Beth Ward, certify that the above account in the amount of \$400.00 is true and correct, that the items, services, and disbursements charged were rendered to our for the municipality on the dates stated, that no part has been paid or satisfied, that taxes, from which the municipality is exempt, are not included, and the amount claimed is actually due.

5/21/23 _____
Date SIGNATURE TITLE

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE AUTHORIZED COUNTY OFFICIAL

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CR 4 (North Shore Road) over Beecher Creek

PIN: BIN 3-30479-0 Map 02 Parcel 02

By this Agreement Rick E. Cowser & Beth Ward (hereinafter "Seller"), agrees to sell and Saratoga County, agrees to purchase the real property interest(s) described below required for public right of way purposes only.

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

A permanent easement over 1,151 +/- square feet of real property

Located at 46 North Shore Road, Northville, NY 12134, further described as:

Being a portion of the Seller's lands described in a Warranty Deed dated 6/9/1999, and recorded on 7/8/1999, in Book 01523 of Deeds at Page 00174, in the Office of the County Clerk for Saratoga County, New York and assigned Tax Map No. 80.12-1-40, and being the same lands designated as Parcel 02 on Acquisition Map 02 attached hereto as Exhibit "A" (the "Property").

This project will involve the reconstruction of the CR 4 (North Shore Road) Bridge over Beecher Creek. The bridge is in the Town of Edinburg, Saratoga County, New York. The structure, built in 1937, is a 19-foot-long stone arch that was widened an additional 30-feet with a corrugated metal arch. The corrugated metal arch is founded on concrete footings with flared wingwalls. The steel arch has corrosion along both abutments. The worst area is 15-feet x 8" of severe deterioration of up to 100 section loss. Bolt lines have active areas of section loss and water leakage.

A permanent easement is required to accommodate the new guiderail and the construction activities of the culvert replacement, which includes access for future maintenance to the culvert and guiderail.

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

a. None

3. **PURCHASE PRICE.** The total purchase price is \$800.00.

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

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

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

5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple and permanent easement acquisitions, the Buyer shall have possession of the Property rights, on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
- ~~7. *The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for ONE (1) year. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be N/A. The Buyer shall include a check for the sum of with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.*~~
8. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - a. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements described in paragraphs 1 and 2 above.
 - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
9. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable fee simple and/or permanent easement title to the Property, Buyer shall pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable fee simple and/or permanent easement title.

The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

10. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
11. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.
12. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
13. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
14. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 2nd day of June, 2023, the parties have entered into this Agreement.

Witness: Adeline D. Bailey

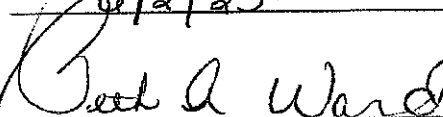
Signature: 

Print Name: Rick E. Cowser

Title: _____

Date: 6/2/23

Witness: Adeline D. Bailey

Signature: 

Print Name: Beth Ward

Title: _____

Date: 6/2/23

Witness: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____



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

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

Schedule A - Information relating to conveyance

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

Location and description of property conveyed

Table with 5 columns: Tax map designation - Section, block & lot; SWIS code; Street address; City, town, or village; County.

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

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and date of conveyance.

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

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

Table for recording officer's use with columns: Amount received, Date received, Transaction number.

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

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) <input checked="" type="checkbox"/> Exemption claimed	1.	800	00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		
3	Taxable consideration (subtract line 2 from line 1)	3.	800	00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0	00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.		
6	Total tax due* (subtract line 5 from line 4)	6.	0	00

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

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.		
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.		
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.		

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

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

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

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

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

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

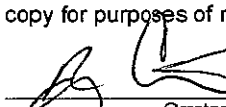
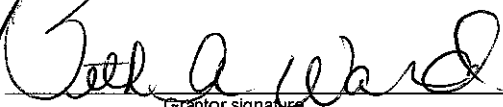
This is to certify that: (mark an X in the appropriate box)

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

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
 - e. Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b. A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

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

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

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

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

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


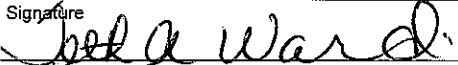
If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

Signature 	Print full name Rick E. Cowsert	Date 5/21/23
Signature 	Print full name Beth A. Ward	Date 5/21/23
Signature	Print full name	Date
Signature	Print full name	Date

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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

**COUNTY OF SARATOGA
COUNTY MUNICIPAL CENTER
BALLSTON SPA NY 12020**

VOUCHER

DEPT. c/o Public Works – Highway

Claimant's Vendor ID#	
Name:	Walter and Susan Fitzgerald
Address:	148 Logan Road Northville, NY 12134

PURCHASE
ORDER NO.

VOUCHER
NO.

DO NOT WRITE IN THIS BOX

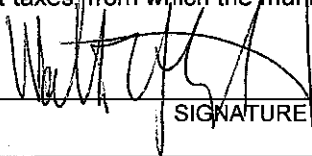
DATE VOUCHER RECEIVED			
FUND APPROPRIATION		AMOUNT	PO NUMBER
		\$600.00	
OPEN \$			
CK	JE		
TOTAL		\$600.00	
Abstract No.			
Vendor's Ref. No.			DP

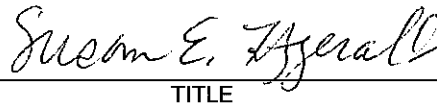
DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
3/31/2023	1 LS	A permanent easement is required to accommodate the new structure and the construction activities of the culvert replacement, which includes access for future culvert maintenance. Tax Map: 80.-1-73 PIN: BIN 3-30479-0 CR 4 (North Shore Road) over Beecher Creek Saratoga County	\$600.00	\$600.00
			TOTAL	\$600.00

CLAIMANT'S CERTIFICATION

I, **Walter and Susan Fitzgerald**, certify that the above account in the amount of **\$600.00** is true and correct, that the items, services, and disbursements charged were rendered to our for the municipality on the dates stated, that no part has been paid or satisfied, that taxes from which the municipality is exempt, are not included, and the amount claimed is actually due.

5/6/23
Date


SIGNATURE


TITLE

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

DATE AUTHORIZED COUNTY OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CR 4 (North Shore Road) over Beecher Creek

PIN: BIN 3-30479-0

Map 01

Parcel 01

By this Agreement **Walter and Susan Fitzgerald** (hereinafter "Seller"), agrees to sell and **Saratoga County**, agrees to purchase the real property interest(s) described below required for public right of way purposes only.

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

A permanent easement over **1,582 +/-** square feet of real property

Located at **1 Military Road, Northville, NY 12134**, further described as:

Being a portion of the Seller's lands described in a Warranty Deed dated **6/30/2021**, and recorded on **9/15/2021**, in **Book 2021 of Deeds at Page 33135**, in the Office of the County Clerk for Saratoga County, New York and assigned **Tax Map No. 80.-1-73**, and being the same lands designated as **Parcel 01** on Acquisition **Map 01** attached hereto as Exhibit "A" (the "Property").

This project will involve the reconstruction of the CR 4 (North Shore Road) Bridge over Beecher Creek. The bridge is in the Town of Edinburg, Saratoga County, New York. The structure, built in 1937, is a 19-foot-long stone arch that was widened an additional 30-feet with a corrugated metal arch. The corrugated metal arch is founded on concrete footings with flared wingwalls. The steel arch has corrosion along both abutments. The worst area is 15-feet x 8" of severe deterioration of up to 100 section loss. Bolt lines have active areas of section loss and water leakage.

A permanent easement is required to accommodate the new structure and the construction activities of the culvert replacement, which includes access for future culvert maintenance.

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

a. None

3. **PURCHASE PRICE.** The total purchase price is **\$600.00**.

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

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

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

5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple and permanent easement acquisitions, the Buyer shall have possession of the Property rights, on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
- ~~7. *The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for ONE (1) year. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be N/A. The Buyer shall include a check for the sum of with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.*~~
8. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - a. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements described in paragraphs 1 and 2 above.
 - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
9. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable fee simple and/or permanent easement title to the Property, Buyer shall pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable fee simple and/or permanent easement title.

The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

10. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
11. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.
12. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
13. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
14. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 22 day of MAY, 2023, the parties have entered into this Agreement.

Witness: Katherine Fitzgerald

Signature: [Handwritten Signature]

Print Name: Walter Fitzgerald

Title: _____

Date: _____

Witness: Katherine Fitzgerald

Signature: Susan G. Fitzgerald

Print Name: Susan Fitzgerald

Title: _____

Date: _____



Witness: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____



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

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

Schedule A - Information relating to conveyance

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

Location and description of property conveyed

Table with 5 columns: Tax map designation - Section, block & lot; SWIS code; Street address; City, town, or village; County. Row 1: 80.-1-73, 413000, 1 Military Road, Edinburg, Saratoga.

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

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and a date of conveyance field showing 05/09/2023.

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

Form with multiple checkboxes (a-s) for conditions of conveyance such as 'Conveyance of fee interest', 'Acquisition of a controlling interest', etc.

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

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

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	600	00
2.		
3.	600	00
4.	0	00
5.		
6.	0	00

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

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

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

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

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

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

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

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

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

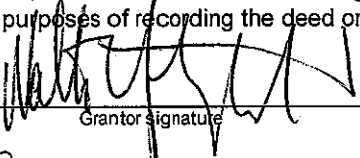
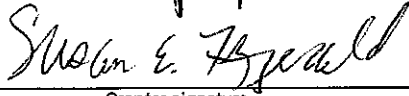
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a. The transfer of real property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

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

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

Signature (both the grantors and grantees must sign)

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

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

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

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

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


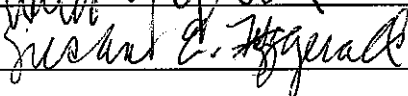
If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

Signature 	Print full name Walter C. Fitzgerald	Date 5/9/23
Signature 	Print full name Susan E. Fitzgerald	Date 5/9/23
Signature	Print full name	Date
Signature	Print full name	Date

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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



3/21/23

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 79 - 2023

Introduced by Public Works: Supervisors Barrett, Edwards, Lawler, Schopf, Smith, M. Veitch and Wood

AUTHORIZING PURCHASE AGREEMENTS FOR THE ACQUISITION OF PERMANENT CONSTRUCTION EASEMENTS ASSOCIATED WITH THE COUNTY ROUTE 4 (NORTH SHORE ROAD) CULVERT REPLACEMENT OVER BEECHER CREEK IN THE TOWN OF EDINBURG

WHEREAS, pursuant to Resolution 349-2022, this Board adopted the 2023-2027 Saratoga County Capital Plan which included among its capital projects the replacement of the CR 4 (North Shore Road) over Beecher Creek culvert, in the Town of Edinburg; and

WHEREAS, pursuant to Resolution 314-2021, the County retained the services of Greenman-Pedersen, Inc. to provide design and construction administration services related to the replacement of the CR 4 culvert over Beecher Creek; and

WHEREAS, Greenman-Pedersen, Inc. has identified two (2) permanent easements that the County needs to acquire from adjoining landowners for the project

WHEREAS, the first permanent easement needed is a 1,582 ± sq. ft. easement from Walter and Susan Fitzgerald, the owners of Tax Parcel #80.-1-73, located at 1 Military Road, Town of Northville, the cost of which easement has been established at \$600 per an agreement between the County and said owners; and

WHEREAS, the second temporary easement needed is a 1,151 ± sq. ft. easement from Beth Ward and Rick Cowsert, owners of Tax Parcel #80.12-1-40, located at 46 North Shore Road, Town of Northville, the cost of which easement has been established at \$800 per the agreement between the County and said owners; and

WHEREAS, our Public Works Committee and the County's Commissioner of Public Works have recommended that the County enter into a purchase agreement with: 1) Walter and Susan Fitzgerald for the acquisition of a 1,582 ± sq. ft. permanent easement across a portion of Tax Parcel #80.-1-73, at a cost of \$600; and 2) Beth Ward and Rick Cowsert for the acquisition of a 1,151 ± sq. ft. permanent easement across a portion of Tax Parcel #80.12-1-40, at a cost of \$800; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute purchase agreements with: 1) Walter and Susan Fitzgerald for the acquisition of a 1,582 ± sq. ft.

permanent easement across a portion of Tax Parcel #80.-1-73, at a cost of \$600; and 2) Beth Ward and Rick Cowser for the acquisition of a 1,151 ± sq. ft. permanent easement across a portion of Tax Parcel #80.12-1-40, at a cost of \$800; and

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

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department Budget.



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
Tracy Goodson, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 6/20/23

COMMITTEE: Public Works

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorizing the acceptance of ownership of Luther Forest Boulevard in the Town of Stillwater and authorizing an agreement with the Town of Stillwater and Globalfoundries Innovation, LLC related to future maintenance of the road and all off-road areas, infrastructure and facilities.

3. Specific Details on what the resolution will authorize:

Authorizing the acceptance of ownership of Luther Forest Boulevard in the Town of Stillwater and authorizing an agreement with the Town of Stillwater and Globalfoundries Innovation, LLC related to future maintenance of the road and all off-road areas, infrastructure and facilities.

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

- 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

Human Resources Consulted

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

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 Stillwater executed agreement

10. Remarks:

Example Resolution: 217 of 2015

AGREEMENT

THIS AGREEMENT dated as of May _____, 2023 is by and between

GLOBALFOUNDRIES Innovation LLC, a Delaware limited liability company having its principal office at 400 Stonebreak Road Extension, Malta, New York 12020; and

The Town of Stillwater, New York, (the “Town”) a municipal corporation duly organized and existing under the laws of the State of New York with its principal office at 881 Hudson Ave., Stillwater, NY 12170; and

The County of Saratoga, New York, (the County”) a municipal corporation duly organized and existing under the laws of the State of New York, with its principal office at 30 McMaster Street, Ballston Spa, New Your 12020.

WITNESSETH:

WHEREAS, GFI is the owner in fee of land located in the Towns of Malta and Stillwater commonly known and referred to as the Luther Forest Technology Campus (the “Technology Campus”); and

WHEREAS, GFI, or its affiliated companies, have obtained, in furtherance of its corporate purpose, certain approvals to develop the Technology Campus, including approval of the Luther Forest Technology Campus Planned Development District (the “PDD”) pursuant to Town of Stillwater Local Law Number 4 of 2004, as the same has from time-to-time been amended; and

WHEREAS, the PDD required all roads, drainage facilities, easements and rights-of-way to be constructed in conformance with Town standards and in conformance with site plans as submitted and approved by Town of Stillwater Planning Board; and

WHEREAS the PDD required that management of common areas (e.g., non-development areas, roadways, paths) on the Stillwater side of the Technology Campus shall be the sole responsibility of the single owner of land within the PDD or Land Owner’s Association; and

WHEREAS, the Town acknowledged that it was essential to the economic growth of the Town, the County and the State of New York and necessary for the well being of its people that certain transportation improvements be undertaken by the Town in relation to the development of the Technology Campus (the “Project”), including the design, construction and maintenance of certain interior roads, as set forth in the Project Manual for “Luther Forest Technology Campus Site Roadways Project” and associated contract documents (collectively the “Contract Documents”) in connection therewith (the “Interior Roads”) together with drainage, utility, lighting, landscaping and related facilities and amenities; and

WHEREAS, the Town acted as the sponsor of the Interior Roads construction project including the 2015 connector road (the Interior Roads and the 2015 connector road being hereinafter called the “Roads”), and in said capacity hired contractors and consultants for construction of the Roads and certain associated utilities and thereafter owned and maintained the Roads for the benefit of the public at large and the Technology Campus; and

WHEREAS, although the Town agreed to act as the sponsor for the construction of the Roads upon certain conditions, GFI and its affiliates continue to participate in the overall development of the Technology Campus and to own real property within the Technology Campus and consequently are required by the PDD to provide maintenance of the infrastructure and amenities outside of the paved road surface including, but not limited to, paths, drainage facilities, utility facilities, lighting, landscaping and related amenities; and

WHEREAS, the Town and the County have authorized the transfer of the portion of Luther Forest Boulevard and Luther Forest Boulevard Extension as depicted on the map entitled “LFTC Site Roads Maintenance Jurisdiction Plan” annexed hereto as **Exhibit A** (the “Transferred Roads”) and related appurtenances, exclusive of any wetlands mitigation areas, from the Town to the County, subject to an agreement requiring GFI to maintain, repair and replace all non-standard features and areas spanning from the paved shoulder of each Transferred Road to a distance of eight (8) feet from the said paved shoulder of each Transferred Road as such area is further described in Exhibit “A” (the “Maintenance Area”);

NOW THEREFORE, the Town, County and GFI agree as follows:

1. **CONVEYANCE BY TOWN.** The Town shall convey to the County in fee, in a form reasonably acceptable to the County Attorney, free of all liens and encumbrances, good and marketable title to the lands and interests in the real property that comprise the Transferred Roads, exclusive of the wetland mitigation areas, and all appurtenances set forth in the Maintenance Area.
2. **CONTINUING OBLIGATIONS OF GFI.** Subsequent to the conveyance of the Transferred Roads by the Town to the County, GFI, as the landowner, shall remain responsible for:
 - a. Continued compliance with any governmental permits and approvals obtained in relation to the development of the Transferred Roads. GFI herein confirms that it will further be responsible for the payment of all costs associated with obtaining the permits such as application fees, and expert/consultant fees, and for satisfying and complying with all conditions imposed under such permits as issued by the issuing Agency and GFI will indemnify the Town and County from liability for same, including but not limited to, litigation costs and attorneys’ fees.
 - b. In accordance with a separate agreement to be executed by the County and GFI, GFI shall be responsible for maintaining, repairing and replacing those features of the Maintenance Area that would be deemed “non-standard” by current policies and

procedures of the Saratoga County Department of Public Works. Such non-standard features include, but are not limited to, the following: curbs; medians; landscaping; signs and lights within medians; wetland mitigation areas; stormwater treatment areas; sidewalks; multi-use paths; roundabout splitter islands; bike trails; lawns maintenance; tree and shrub care; shoulder sections and areas beyond eight (8) feet from the paved shoulder of the Transferred Roads; and open stormwater drainage systems.

- c. GFI shall be responsible for the payment of all utility accounts established for streetlights and traffic signals located within the Transferred Roads. GFI shall transfer all such utility accounts into its own name. In the event any utility provider will not allow the transfer of its account into GFI's name, the County shall bill GFI for such utility service and GFI shall pay all such utility bills within twenty (20) days of GFI's receipt of same.

3. CONDITIONS TO ACCEPTANCE OF CONVEYANCE. As a condition to acceptance of the deeds and instruments of conveyance for the Transferred Roads to the County by the Town, the Town and GFI shall deliver to the County, in forms reasonably acceptable to the County Attorney:

- a. Title search report for the Transferred Roads to be conveyed.
- b. Transfer of utility accounts established for street lights and traffic signals from the Town to GFI or, in the event the utility provider will not permit such transfer to GFI, to the County.
- c. Execution of an agreement between GFI and the County to maintain, repair and replace all non-standard features and areas beyond eight feet from the paved shoulder of the Transferred Roads to be conveyed as referenced in Paragraph 2b herein.

4. REPRESENTATIONS OF GFI, THE TOWN AND THE COUNTY. GFI, the Town and the County represent and warrant to one another as follows:

- a. **AUTHORITY.** GFI, the Town and the County each has full right, power and authority to make, execute, deliver and perform this Agreement, and, the Town has the authority to convey and the County has the authority to accept the Transferred Roads in accordance with the terms and provisions of this Agreement. This Agreement when executed and delivered by GFI, the Town, and the County will constitute a valid and binding agreement of GFI, enforceable against GFI in accordance with the terms hereof.
- b. **NO ACTIONS.** There are no actions or proceedings instituted, pending or, to the best of GFI's, the Town's, or the County's knowledge, threatened before any court, administrative agency or arbitrator against GFI, the Town, the County or the Transferred Roads, or adversely affecting the right, title or interest of the Town in or to the Transferred Roads, or relating to GFI's, the Town's or the County's execution and performance of this Agreement. From and after the date of this Agreement, GFI, the Town and the County shall promptly give the other party written notice of the

commencement of any lawsuit, the discovery of any other pending lawsuit or any claim which threatens the commencement of a lawsuit to the extent that any such lawsuit or claim relates to or adversely affects the right, title and interest of GFI, the Town or the County in and to the Transferred Roads.

c. **NO MECHANIC'S LIENS.** All bills and claims for labor or services performed or materials furnished to or for the benefit of the Transferred Roads for the period prior to the date of conveyance have been (or prior to the date of conveyance will be) paid in full and there are (and will on the date of conveyance be) no mechanic's liens or materialmen's liens (whether or not perfected) on or affecting the Transferred Roads. If any bill or claim or a lien for the Transferred Roads is filed for materials or services performed for or on GFI or the Town with respect to the Transferred Roads prior to Closing, GFI or the Town will cause the same to be fully bonded or discharged within 15 days following written notice. GFI or the Town shall similarly be obligated to insure that no bill or claim or lien is placed against the Transferred Roads after Closing with respect to the fulfillment of its post-closing obligations herein and GFI or the Town will cause the same to be fully bonded or discharged within 15 days following written notice.

d. **OTHER REQUIRMENTS.** There are no consents required to consummate the transactions contemplated hereunder which must be obtained from third parties for this transaction to be validly completed.

5. DEFAULT; REMEDIES; INDEMNIFICATIONS.

(a) **DEFAULT.** If any of GFI, the Town or the County shall breach any of the terms, covenants and conditions of this Agreement, any of the non-defaulting parties may, at such party's option, exercise any right or remedy at law or elsewhere (including, without limitation, specific performance).

(b) **INDEMNIFICATION.** Each party agrees to indemnify, defend and hold the others harmless from and against: (i) any loss, liability or damage suffered or incurred by any party because any representation or warranty contained in this Agreement, or in any document furnished to such party in connection with this Agreement or Closing hereunder, shall be false or misleading in any material respect provided, however, that each party shall only be responsible for actual, direct damages arising from such misrepresentation and no party shall have any liability or responsibility for consequential damages; (ii) any loss, liability or damage suffered or incurred by any party because of the breach of any covenant or agreement on the part of another party under this Agreement, provided, however, that (a) each party shall only be responsible for actual, direct damages arising from such breach and no party shall have any liability or responsibility for consequential damages and (b) such indemnification shall be limited to any actions arising out of this Agreement whether in connection with the Project, the Transferred Roads, or otherwise; and (iii) all reasonable costs and expenses (including reasonable attorney's fees and court costs) incurred by the non-defaulting party(ies) in connection with any action, suit, proceeding, demand,

assessment or judgment relating to any of the matters indemnified against in this Paragraph 5.

6. **APPLICABLE LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action brought under this Agreement, or to interpret the terms of this Agreement, shall be brought in New York State Supreme Court, Saratoga County.
7. **ENTIRE AGREEMENT; AUTHORITY.** This Agreement and the documents incorporated herein by reference shall constitute the entire agreement between the parties hereto relating to the conveyance of the Transferred Roads and supersedes all prior or other agreements and representations in connection with such conveyance, and shall not be modified except by an instrument, in writing, signed by the parties hereto. There are no representations, warranties or conditions other than those expressly set forth herein. All warranties and representations contained herein shall survive the conveyance. Each signatory represents and warrants that it has the full power and authority to bind the party for which it is signing this Agreement.
8. **FUTURE TOWN ROADS.** For any future roads to be built or lands not conveyed to the County on the Stillwater side of the Technology Campus, GFI shall be responsible for obtaining approval for all work under utility work agreements and for satisfying and complying with all conditions imposed under such utility work agreements, and GFI will indemnify the Town from liability for same, including but not limited to, litigation costs and reasonable attorneys' fees and for negotiating and obtaining executed agreements for the funding of future use conduit for cable and communications facilities including but not limited to telephone, and for satisfying and complying with all conditions imposed under such agreements, and GFI will indemnify the Town from liability for same, including but not limited to, litigation costs and reasonable attorneys' fees. Nothing herein shall obligate the Town to construct any roads or other improvements within the PDD.
9. **SURVIVAL.** This Agreement and all obligations of the parties hereunder shall survive any conveyance of title as contemplated herein and upon such conveyance, there shall be no merger of the terms or requirements and obligations with any instrument of conveyance and the same shall continue to bind the parties hereto until all such provisions have been complied with fully and completely.
10. **SEVERABILITY.** In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will agree upon a suitable replacement provision.

11. **CERTAIN DEFINED TERMS.** Any terms used herein and not defined shall have the same meanings given them in the “Luther Forest Technology Campus Site Roadways Project” Project Manual and associated Contract Documents.
12. **COUNTERPARTS.** This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the effect of a signed original. This Agreement shall be deemed to have been fully executed when each of the parties hereto have executed and exchanged counterparts thereof, which may be accomplished by facsimile, electronic mail or in person in accordance with the conveniences of the parties. Executed photocopies of this Agreement, by way of counterparts or otherwise, shall be as binding as the original.

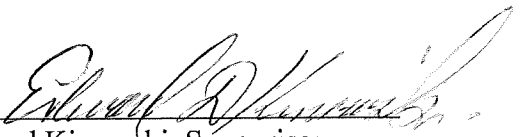
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

GLOBALFOUNDRIES Innovation LLC

By: _____
Brendan Chudy, Authorized Signatory

Town of Stillwater

By: 
Edward Kinowski, Supervisor
Per Resolution:

The County of Saratoga

By: _____
Chairman
Saratoga County Board of Supervisors
Per Resolution:

Approved as to Form and Content:

Saratoga County Attorney



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Sewer District #1

DATE: 6/30/2023

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing the Chairman to enter into an agreement with Xylem Water Solutions Inc. to furnish and install a new control system for SCSD No 1's UV Disinfection system at the Wastewater Treatment Plant.

3. Specific Details on what the resolution will authorize:

This resolution will authorize a contract to perform an upgrade to the sewer districts UV disinfection control system. This equipment provides the final required step prior to discharge to the Hudson River and is required year round per the district's SPDES permit. Xylem was the sole bidder and the original equipment manufacturer.

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

County Attorney's Office
Consulted

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

County Administrator's Office
 Consulted

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

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 ES.81.813-8293
- b. Budget year impacted 2023
- c. Details

This was found to be required during our annual preventative maintenance this year, and due to the importance of the equipment will be done in 2023 instead of waiting. Currently there are funds available in 813-82p3 to perform this work.

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 **BID**

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)
23-SDUVCU-1

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):

Rick Nash

4828 Parkway Plaza Blvd. Suite 200, Charlotte, NC 28217

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

f. State of vendor/contractor organization: **NC**

g. Commencement date of contract term: **TBD**

h. Termination of contract date: **TBD**

i. Contract renewal date and term: **N/A**

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Xylem is the OEM and provides all services for our UV disinfection system.

Human Resources Consulted

Purchasing Office Consulted
Yes

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 Copy of bid documents

10. Remarks:

This hasn't been done since the equipment install in 2010. The control equipment has reached the end of its useful life. The control equipment paces the system to provide the proper dose of UV light to ensure the bacteria can not reproduce. This work will increase reliability of the system, and dial in the dose rate which directly relates to power usage and hopefully increased O&M savings over time.

SARATOGA COUNTY SEWER DISTRICT #1 UV SYSTEM CONTROLS UPGRADE

*****(Bid Response Form)*****

Xylem Water Solutions _____ agrees to furnish, install equipment, and provide
(firm name)

labor and materials for a UV (Ultraviolet Disinfection) System Controls Upgrade for the Saratoga County Sewer District #1, as called for in specification 23-SDUVCU-1.

Bid price includes labor, equipment, and materials required to furnish and install. Project described above at the Saratoga County Sewer District #1 Treatment Plant, located in Halfmoon, New York. All transportation shall be accomplished in compliance with all Local, State and Federal laws and regulations, and proper permits shall be in place before project commences.

TOTAL BID PRICE.....\$ 57,100.00

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

SIGNATURE AND REQUIRED FORMS ON NEXT PAGE.

VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name Xylem Water Solutions USA

Address 4828 Parkway Plaza Blvd. Suite 200, Charlotte, NC 28217

Business Type (Sole Proprietorship, Corporation, LLC, etc.) Inc.

Is your business a Disadvantaged Business Enterprise (DBE)? Yes No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes No

Does your business have a small business status? Yes No

Any other business status, please provide information: N/A

Provide the name of the Certifying Entity (ties): Xylem Water Solutions USA

Have you conducted business with the County before? Yes No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN # : _____

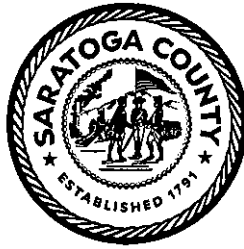
How did you discover this Bid opportunity? Referred to BidNet by the plant

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? Limited experience with the platform.

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.



STATEMENT OF REQUIRED DISCLOSURES, REPRESENTATIONS AND CERTIFICATIONS

Note: ALL Sections on the following pages must be completed and this Statement must be SIGNED (see Instructions to Bidders for Electronic Signature Requirement)

Name of the Reporting Entity:

Xylem Water Solutions USA

Address: 4828 Parkway Plaza Blvd. Suite 200

Charlotte, NC 28217

Remit to Address if different from above:

26717 Network Place

Chicago, IL 60673-1267

FID No.: 45-2080074

Name of Individual Completing this form: Julie Ropic

Title/Position: Lead Aftermarket Sales Coordinator, Treatment

Telephone Number: (704) 409-9793

Fax Number: 704-409-9839

EMAIL address: julie.ropic@xylem.com

EMAIL address (for Purchase Orders to be emailed, this is mandatory):

julie.ropic@xylem.com

SIGNATORY FIRST & LAST NAME: Stewart Nix

SIGNATORY TITLE: Director, Treatment Aftermarket & Service

Section A. AFFIDAVIT OF NON-COLLUSION
(This form must be included with bid package and initialed)

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

INITIAL: JSN

Section B. COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

INITIAL: JSN

Section C. COMPLIANCE FOR THE PREVENTION OF SEXUAL HARASSMENT

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

INITIAL: JSN

Section D. SIGNATURE

I hereby acknowledge and understand that by signing this form either electronically or by hand that I have read and understand the bid documents including the Instructions to Bidders, the General Terms and Conditions, the Specifications, and the Proposal Page, and that the pricing offered on the proposal pages will be held firm for the time period provided for in the bid documents.

Print Name: Stewart Nix
Name of person responsible for this solicitation.

I acknowledge the receipt of One (1) addendum(s)

Email Address: stewart.nix@xylem.com

Direct Phone Number: 704-409-9766

Fax Number: 704-409-9839

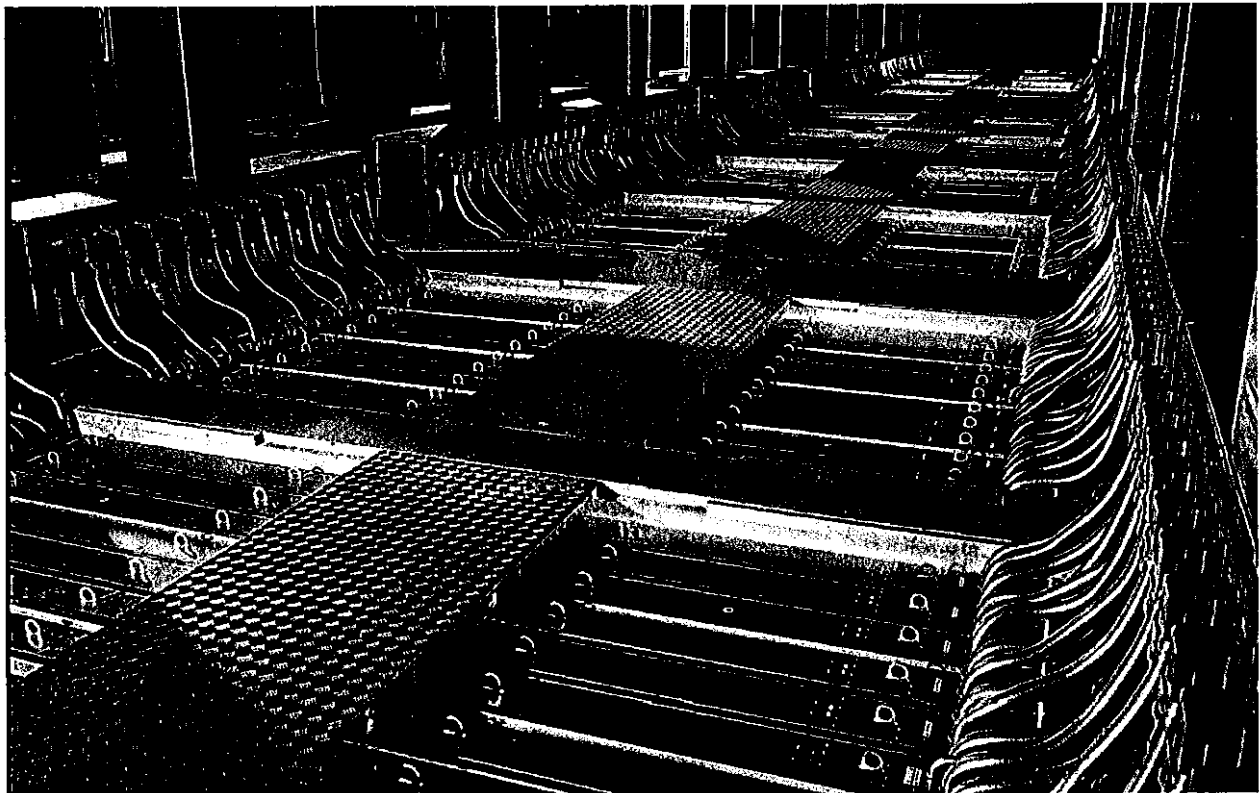
Date: June 19, 2023

SIGNATURE: J. Stewart Nix Digitally signed by J. Stewart Nix
Date: 2023.06.19 15:42:21 -04'00'

NOTE: This is not a guarantee of Purchase, The County of Saratoga will issue an authorized Purchase Order after the bid has been awarded.

UV Proposal

Saratoga WWTP UV System Controls Upgrade



prepared for:

Gene Hutchings

June 16, 2023

WEDECO

a xylem brand

Xylem Water Solutions USA, Inc.
4828 Parkway Plaza Blvd, Suite 200
Charlotte, NC
28217

Gene Hutchings, Chief Plant Operator
Saratoga County Sewer District #1
1002 Hudson River Road
Mechanicville, NY 12118

June 16, 2023

Project Name: Saratoga WWTP UV System Controls Upgrade
Account Number: 77952
Quote Numbers: J23011142529
Revision Number: 1

We are pleased to submit the following proposal for the Saratoga WWTP UV System Controls Upgrade based on the information provided in your inquiry.

As Xylem is the OEM for the Ultraviolet Disinfection System at your site, the District can be assured that all work performed will be of the highest quality, utilizing OEM parts coupled with OEM service procedures. In the following pages you will find a proposed scope of work for the UV System Controls Upgrade.

We trust this information meets your expectations. Please don't hesitate to contact us if you have any questions.

We value your business and look forward to working with you.

Sincerely,

Rick Nash
Aftermarket Territory Manager - Treatment
richard.nash@xylem.com
(980) 259-4461

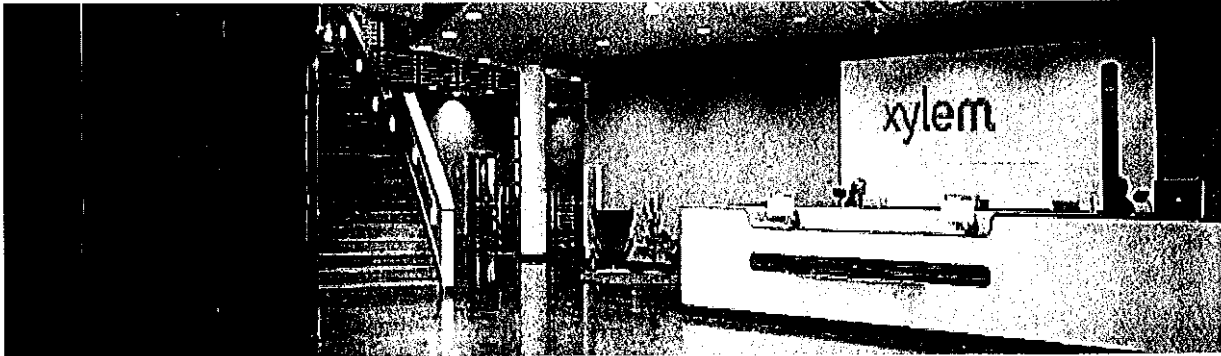
Dave Boshart
G.P. Jager
dboshart@jagerinc.com
(315) 256-3071

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1 Xylem Overview

Xylem is a leading global water technology provider, enabling customers to transport, treat, test and efficiently use water in public utility, residential and commercial building services, industrial and agricultural settings. The company does business in more than 150 countries through a number of market-leading product brands, and its people bring broad applications expertise with a strong focus on finding local solutions to the world's most challenging water and wastewater problems.



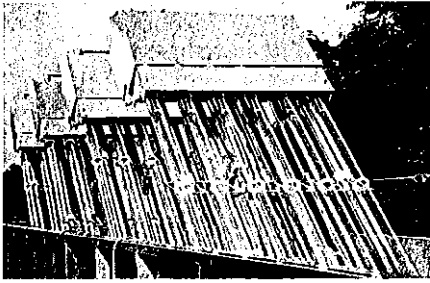
Xylem's treatment business offers a portfolio of products and systems designed to effectively meet the demands and challenges of treating water and wastewater. From smarter aeration to advanced filtration to chemical-free disinfection, Xylem leverages its well-known Treatment brands, Flygt, Leopold, Sanitaire, and Wedeco, to offer hundreds of solutions backed by a comprehensive, integrated portfolio of services designed to ensure we can meet our customers' needs in a number of different industries including municipal water and wastewater, aquaculture, biogas and agriculture, food and beverages, pharmaceuticals, and mining.

Our scientists and engineers utilize their deep applications expertise and continually listen and learn from our customers' situations to create solutions that not only use less energy and reduce life-cycle costs, but also promote the smarter use of water.

WEDECO
a xylem brand

Wedeco has accepted the challenge of the 21st century. With the Wedeco brand for UV Disinfection, ozone oxidation & AOP solutions, we own the advanced technologies for chemical-free and environmentally friendly treatment of drinking water, wastewater and process water as well as further industrial treatment processes. We constantly invest

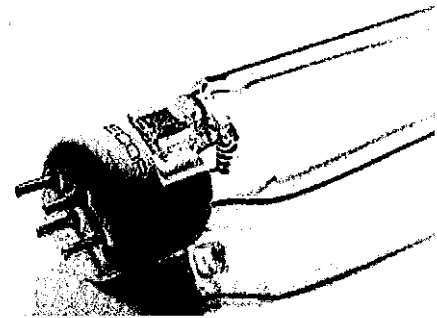
a large portion of our energy in the development of high-tech components, systems and equipment, as well as in the study of new areas of application for UV, ozone & AOP. In doing so, we have always given special attention to the increase in energy efficiency of our Products equipped with our unique UV lamps and ozone electrodes.



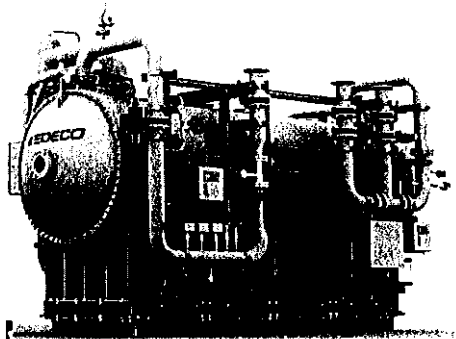
The special characteristics of the Wedeco Ecoray UV lamp are its special doping and the unique long-life coating. Because of these features, a constantly high UV light yield is achieved with a substantially extended lamp service life at the same time. In addition, by using this technology it is not necessary to apply liquid mercury inside the lamp. Wedeco UV lamps cannot be surpassed in economic efficiency.

In relation to expenditure of energy, the High-Intensity/Low-Pressure Technology provides a light yield three times higher than comparable UV lamps of widely used Medium Pressure Technology. A higher light yield also means a lower heat generation at the same time.

Thanks to this, Wedeco UV lamps become less susceptible to varying water temperatures. Even the formation of deposits on the quartz sleeves as well as lamp aging is considerably lower than with alternative UV lamp technologies in Herford and Essen.



WEDECO Ecoray UV lamp

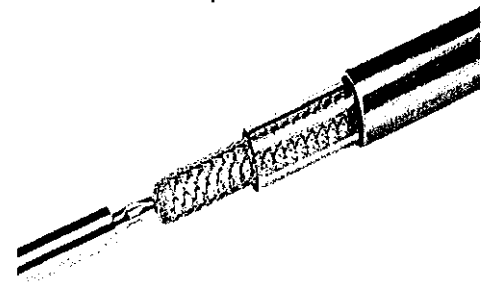


Xylem's Wedeco ozone systems combine maximum flexibility and reliable operating characteristics for small to large ozone capacities. The ozone generator system and control unit can be combined and supplemented with option sets that allow for various application requirements.

Effizon evo 2G ozone electrodes are the core of our technology and achieve an unmatched level of reliability and energy efficiency. The electrodes are manufactured completely from inert materials, without the need for fuses or coatings, making them highly resistant to corrosion. This means that the Wedeco ozone generators are practically maintenance free with no need for regular cleaning or replacement of the electrodes.

We rely on consistently high-quality standards in all divisions of the company. Moreover, product quality and manufacturing operations are constantly monitored and optimized in continuous improvement processes. Established quality controls give Xylem and you the security of knowing that Wedeco UV, Ozone & AOP systems will always operate reliably.

For more information please visit us at <http://www.xylem.com/treatment/>



*WEDECO Effizon® evo 2G
Ozone electrode*

2 General Process Description

2.1 DESIGN

DESCRIPTION	UNITS	VALUE
DESIGN FLOW:	MGD	
Current Peak		47
Current Average		43
Current Average		70
UV DOSE @ Peak Flow:	mJ/cm ²	>30*
SUSPENDED SOLIDS:	mg/l	<30.0
BOD (5 day)	mg/l	<30.0
UV TRANSMITTANCE RANGE (253.7 nm):	%	65.0 (minimum)
30 day geometric mean	FC/100 ml	<200
EFFLUENT TEMPERATURE:	Min./max. °F	33/85

NOTE

The stated dose of 30 mJ/cm² was calculated at peak flow with the following factors:

- 0.87 Lamp Aging
- 0.92 Quartz Transparency
- 0.9 Overall Safety Factor

Dose is based on the intensity at the end of the guaranteed lamp life.

2.2 PROCESS DESCRIPTION

The proposed UV System is based on a direct replacement to the original design criteria, designed to impart the same UV intensity as the original TAK55M (HP) 9-12X212W UV system. If the design criteria has changed at all since the original installation, Xylem reserves the right to modify the design, scope and price once the design criteria has been confirmed and a full process review has been performed by Xylem.

3 Technical Description

CONFIGURATION:	TAK55M (HP) 9-12X2I2W	
DESCRIPTION	UNITS	VALUE
Total Number of lamps		864
Number of lamps per channel		432
Number of channels		2
Number of banks per channel		2
Number of modules per bank		12
Number of lamps per module		18
CHANNEL DIMENSIONS:	Inches	
Total width		120.0
Width along reduction baffle		113.0
Water depth		43.43
Total depth		69.84
Approx. length		76
HEADLOSS (at 35 MGD per channel):	Inches	
Across inlet baffle plate		2.0
Across lamps banks		1.3
Across level control		1.5
Recommended free fall after Weir		4.0

4 Benefits of the Controls Upgrade

The controls upgrade will replace and upgrade significant control components with newer, more modern technology with Xylem staff expertise. This solution will address system concerns that are necessary for reliable operation, maintenance and efficiency. The controls improvement will be fairly direct in existing cabinets and will allow continued operation to meet dose needs for disinfection. The upgrade will ultimately provide longer system life and bring the system up to xylem operating standards. This controls upgrade will afford the plant additional value beyond relief from existing system conditions.

5 Price & Scope of Supply

5.1 XYLEM SCOPE OF SUPPLY

- 5.1.1 **SCE Control Panel Controls Upgrade (1):** All PLC hardware installed in the SCE panel at end of life or approaching end of life will be upgraded to the modern equivalent providing years of product reliability and support. Factory trained Xylem personnel shall remove one (1) legacy processor, one (1) legacy power supply, one (1) legacy Ethernet module, one (1) legacy control net module, one (1) legacy Prosoft module and one (1) HMI. Factory trained Xylem personnel shall be responsible for supplying and installing one (1) new PLC processor, one (1) new power supply, one (1) new Ethernet switch and one (1) new 10" HMI in one (1) SCE control panel. In addition, Xylem will supply and install one (1) new 24VDC UPS in the SCE panel. All restoration work will be performed by Xylem Service Engineer on site. Xylem Service Engineer will transmit all uninstalled items to Owner at Owner's direction.
- 5.1.2 **Power Distribution Panel Upgrade (4):** All PLC hardware installed in the four (4) Power Distribution Panels (PDE-1A, 2A, 1B, 2B) at end of life or approaching end of life will be upgraded to the modern equivalent providing years of product reliability and support. One (1) PLC remote I/O adapter will be upgraded to a modern module with Ethernet I/P connectivity in each panel. All restoration work will be performed by Factory trained Xylem Service Engineer on site. Xylem Service Engineer will transmit all uninstalled items to Owner at Owner's direction.
- 5.1.3 **PLC & HMI programming of new PLC Processor & HMI:** Factory trained Wedeco Controls Engineer shall be responsible for programming one new PLC processor and one new HMI.
- 5.1.4 **SCE, PDE-1A, 2A, 1B, 2B) interconnecting wiring (1 lot):** New Ethernet cable between SCE, PDE-1A, 2A, 1B, 2B) will be supplied, installed and terminated.
- 5.1.5 **Documentation (1):** Control panel as-built drawings and supplement bill of material (BOM) will be provided for insertion into Owners existing O&M manuals.
- 5.1.6 **Field Services:** Xylem will provide the services of one (1) factory trained Controls Engineer for up to four (4) days, one (1) trip for legacy hardware de-termination and removal, new hardware installation, wire re-termination, point to point testing, loop checks, start-up, commissioning, and operator training of one (1) TAK55M (HP) 9-12X212W UV System.

5.2 PRICE SUMMARY

DESCRIPTION	PRICE
UV System Model TAK 55 as defined in scope of supply	
TOTAL:	\$57,100

NOTE:

- Parts suggested are based on the nature of the issues reported. All parts may not be used.
- Existing conduits housing ControlNet cabling will be reused for Ethernet cables. Should existing conduits be unusable or undersized, new conduits shall be provided by the District.

6 Commercial Terms & Conditions

Incoterm: DAP - Delivered At Place **Named Placed:** Jobsite

Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Validity: This Quote is valid for thirty (30) days.

Terms of payment:

Price is based upon the following payment terms (net 30 days):

- a. 30% net 30 days upon receipt of purchase order
- b. 60% net 30 days from shipment of the product
- c. 10% installation of the Xylem equipment, NTE 150 days after shipment (whichever comes first)

Please make purchase orders out to:

Xylem Water Solutions USA, Inc.
4828 Parkway Plaza Blvd., Suite 200
Charlotte NC 28217
704-409-9700
Fax 704-409-9839

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Inc.

General Equipment / Workmanship Warranty: Standard warranty terms apply to the items in this quotation.

Schedule: Submittals will be provided for record purposes only. Delivery lead times for service are subject to technician availability after order acceptance.

Due to the continuing disruptions of COVID-19, including extended production timeframes from our suppliers as a result of raw materials shortages, related labor constraints, and transportation and logistics-related delays due to a shortage of both truckers and containers, we can at this time only state what our current lead-time is expected to be. Once an order is received we will work closely with you to meet your needs as best possible in this uncertain time.

Terms of Delivery: PP/Add Actual Surcharge

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

Back charges: Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Name: _____
(PLEASE PRINT)

Email: _____ Phone: _____

Date: _____ PO#: _____

7 Additional Information

7.1 NEW AND IMPROVED AIR CYLINDER

Wedeco has a new and improved wiper cylinder available that should be considered even if you currently are not having issues but are approaching the expected end of life. What differentiates the new cylinder are the new polyurethane sealing band and piston seals which reduce air leakage by up to 93%. The efficiency of the new wiper cylinder may then be further maximized by installing new air tubing and pneumatic connectors. This provides for the three-fold benefit of lower energy costs, reduced maintenance and increased compressor life. Since the wiper system keeps the quartz sleeves clean, upgrading the wiper system in the prescribed manner provides for optimal system efficiency by allowing maximum UV energy to pass through to the water.

7.2 MODULE REPLACEMENT

7.2.1 LAMP CABLE, HARNESS AND FLEX CONDUIT REPLACEMENT

A proactive lamp cable service can be performed at this time as well. This option will provide for the most reliable system performance, ensuring all lamps are operating properly. Such a Controls Upgrade involves replacing the entire cable assembly including the flexible conduit, Harting connector and all wiring/air lines within the conduit. With this option, all the cables have already been fed through the flex conduit and terminated in the Harting connector prior to being shipped to site. The benefit of reduced labor commitments and decreased margin for error make this pre-fabricated unit the best option for servicing lamp cables.

7.2.2 QUARTZ SLEEVE REPLACEMENT

The quartz sleeves provided with the system are warranted for 20 years for manufacturing defects. The quartz is very resistant to photochemical degradation affecting UV output. Complete replacement should however be considered when the sleeves become excessively scratched. The contaminants in the water and manual cleaning methods used will dictate the time when replacement is necessary. Scratched sleeves can't be cleaned as well by the wiper rings and additional manual cleanings become necessary. The benefit for complete replacement is reduced labor time from the additional manual cleaning and increased UV disinfection performance due to peak UV transmission through the sleeves.

7.2.3 INTENSITY SENSOR UPGRADE

An accurate UV intensity sensor is vital to properly determining the UV dose being applied to treated wastewater and ensuring compliance with discharge permits. Upgrading the UV intensity sensor to the latest technology can optimize the accuracy of dose calculations. The proposed UCT sensor is 99% selective at 254 nm, the wavelength most intensely emitted by Wedeco low pressure UV lamps. This selectivity translates to a highly accurate determination of lamp output.

In addition to accuracy improvements, the new UCT sensor is also more reliable when performing maintenance on your UV system. Compared to the M-type sensor, which requires recalibration when

changing out a bank of lamps, the UCT sensor is able to maintain accurate calibration when being pulled from a module to perform maintenance on lamps. Implementation of a new sensor involves installation of a new module, a KOME control board, and ancillary mounting/wiring equipment to provide for highly improved accuracy and reliability of UV output calculation. The legacy module then gains new value as a spare non-sensor module

7.3 BALLAST UPGRADE

Wedeco's latest electronic TDS ballast technology provides for more robust and efficient operation of ECORAY high power, low-pressure UV-C germicidal lamps when compared to previous version ballasts. Increased robustness of your Wedeco UV system is bolstered by three key ballast improvements. The new TDS models can operate in a broad range of ambient cabinet temperatures from 32 to 122°F. Within air conditioned cabinets, increased air flow can also be observed due to the fact that the TDS ballasts require 30% less space than previous models. Lamp life is significantly increased, especially after 7,000 hours, when upgrading to the TDS ballasts due to the change from a sinusoidal waveform signal to a rectangular waveform signal used to trigger the lamps.

The shift to a rectangular waveform signal can also decrease lamp energy consumption by up to 10% as compared to previous ballast technology while maintaining the same UV output levels. Energy savings may be further harnessed when installing the new TDS ballasts by taking advantage of the TDS ballast's ability to vary UV output from 50 to 100%, depending upon flow conditions and target dose. Increased reliability of your Wedeco UV system may be observed since the new TDS ballasts enable at least one of the two lamps to remain in operation even when one lamp fails. When lamp failures do arise, troubleshooting the ballasts is assisted by three LED indicators on the ballasts, indicating whether the supply power is engaged and whether the lamps are on. Additional ballast status and troubleshooting information is also provided via these LED's on the ballast card.



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
Tracy Goodson, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Sewer District #1

DATE: 7/3/2023

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing the Chairman to enter into an agreement with Environmental Design Partnership, LLP of Clifton Park for work associated with the Construction Administration and Construction Inspection of the the Ace Pump station upgrades in the Town of Wilton.

3. Specific Details on what the resolution will authorize:

EDP was the design engineer for this project when it was under the Wilton Water and Sewer Authority. Now that we have undertaken the responsibility of construction, the construction admin and inspection falls under SCSD's domain. As they were the engineer of record for the plans, it provides the most value and project understanding to have them as the engineer for the construction phase of the project. As this is a professional service, we did not go for RFP for this work, as they are most familiar. The purchasing department was OK with this approach due to the unique and fast paced nature of the project phasing.

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

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 ES.81.812-7098
- b. Budget year impacted 2023
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

Human Resources Consulted

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

a. Type of Solicitation **Professional Service**

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):

Travis Mitchell, tmitchell@edpllp.com
900 Route 146 Clifton Park, NY 12065
(P) 518.371.7621 edpllp.com

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

f. State of vendor/contractor organization: **NY**

g. Commencement date of contract term: **TBD**

h. Termination of contract date: **TBD**

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
Yes

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 _____

10. Remarks:



June 21, 2023

Daniel Rourke, Executive Director

Saratoga County Sewer District
PO Box 550
Mechanicville, NY 12118

Regarding: Proposal for Construction Phase Services
Ace Pump Station

Dear Mr. Rourke:

Pursuant to your request, the Environmental Design Partnership, LLP (EDP) provides the following proposal for construction phase services associated with the Ace Pump Station Replacement in the Town of Wilton.

EDP understands that you anticipate the need for part time construction inspection and construction administration for the duration of the 4-to-6-month construction project. EDP further understands that you desire an initial proposal budgeting 400 hours of combined construction inspection and construction administration time to be adjusted, as necessary, during construction.

As requested, EDP will provide services on an hourly basis in accordance with our standard rate scheduled (attached). For budgeting purposes, EDP recommends budgeting \$42,000 for the initial 400 hours of combined inspection and construction administration work. This budget is based on the charge our rate of EDP's senior inspected Mr. Jeffery Ferguson whom EDP anticipates will be the primary inspector for this project.

Billing statements will be mailed on a monthly basis for work completed during the previous calendar month. Payment is requested within thirty (30) days of the billing date.

Thank you for your consideration and we look forward to working with you on this project.

Very truly yours,

Travis J. Mitchell, P.E.
Managing Partner

Attachments: Hourly Charge Out / Fee Schedule
General Terms and Conditions



5/16/2023

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 140 - 2023

Introduced by Law and Finance: Supervisors Schopf, Barrett, Edwards, Grasso, Lant, Tollisen and M. Veitch

AUTHORIZING AGREEMENTS WITH ROZELL EAST INC. AND GROSS ELECTRIC, INC. FOR WORK RELATING TO THE ACE PUMP STATION UPGRADE

WHEREAS, pursuant to Resolutions 100-2022 and 130-2022 the Saratoga County Sewer District No. 1 is authorized to upgrade the ACE Pump Station located in the Town of Wilton to ensure enough capacity exists to accept new flows from the Towns of Wilton and Moreau; and

WHEREAS, the Sewer District's Executive Director solicited bids for the ACE Pump Station upgrades; and

WHEREAS, our Law and Finance Committee, the Saratoga County Sewer District No. 1 Sewer Commission, and the Executive Director of the Sewer District have recommended that the bid of Rozell East Inc. in the amount of \$1,160,000, the lowest bid received, be accepted for general construction associated with the ACE Pump Station upgrades; and

WHEREAS, our Law and Finance Committee, the Saratoga County Sewer District No. 1 Sewer Commission, and the Executive Director of the Sewer District have recommended that the bid of Gross Electric, Inc. in the amount of \$177,777, the current lowest bid, be accepted for electrical construction associated with the Ace Pump Station upgrades; now, therefore, it is

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with Rozell East Inc. of Queensbury, New York to provide general construction associated with the ACE Pump Station upgrades at a cost not to exceed \$1,160,000; and it is further







RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with Gross Electric, Inc. of Queensbury, New York to provide electrical construction associated with the ACE Pump Station upgrades at a cost not to exceed \$177,777; and it is further

RESOLVED, that the form and content of such agreements shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that the 2023 Saratoga County Budget is amended as follows:

Summary of Comments on Rozell East Resoltuion with comments.pdf

Page: 1

- | | | | |
|--|----------------|----------------------|----------------------------|
|  Number: 1 | Author: drouke | Subject: Sticky Note | Date: 7/3/2023 11:41:37 AM |
| See AIR for proposed title | | | |
|  Number: 2 | Author: drouke | Subject: Sticky Note | Date: 7/3/2023 11:42:15 AM |
| Remove Whereas -We did not solicit bids - but it is professional service and they were the design engineer | | | |
|  Number: 3 | Author: drouke | Subject: Sticky Note | Date: 7/3/2023 11:43:23 AM |
| proposal from EDP in the amount of \$42,000 for work relating to the construction administration and 400 hours of construction inspection services | | | |
|  Number: 4 | Author: drouke | Subject: Sticky Note | Date: 7/3/2023 11:43:00 AM |
| Remove, only one contract | | | |
|  Number: 5 | Author: drouke | Subject: Sticky Note | Date: 7/3/2023 11:43:41 AM |
| EDP of Clifton park for \$42,000 | | | |
|  Number: 6 | Author: drouke | Subject: Sticky Note | Date: 7/3/2023 11:43:50 AM |
| Remove | | | |

UNDER SEWER DISTRICT:

<u>Increase Appropriations:</u> ES.81.812-7092	Infrastructure	\$687,777
<u>Decrease Fund Balance:</u> ES-0599.B	Appropriated Fund Balance-Budgetary	\$687,777

; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: The budget will be amended to increase appropriations and decrease Sewer fund balance by \$687,777.

May 16, 2023 Regular Meeting

Motion to Adopt: Supervisor Edwards

Second: Supervisor Hammond

AYES (187439): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Diana Edwards (819), Kevin Veitch (8004), Arthur M. Wright (1976), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lawler (8208), John Lant (17361)

NOES (0):

ABSENT (48070): Eric Butler (6500), Jean Raymond (1333), Michael Smith (3525), Kevin Tollisen (25662), Willard H. Peck (5242), Thomas N. Wood, III (5808)



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
Tracy Goodson, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Sewer District #1

DATE: 7/3/23

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing the Chairman to execute a Change Order for additional work related to the asbestos and mold abatement at 523 South Main St. performed by Jupiter Environmental Services, Inc.

3. Specific Details on what the resolution will authorize:

The original contract cost was \$119,200 but during the course of the work a second wall behind the visible sheet rock was found to contain mold. The additional cost to remove the wall was \$17,200, bringing the total contract cost to \$136,400. The resolution is required because the change order amount is above 10% of the project costs.

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

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

Revenue

Account Number	Account Name	Amount
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Expense

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

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

Amount:

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

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted ES.81.813-7095
- b. Budget year impacted 2023
- c. Details

Savings from other capital projects will cover this minor change order amount.

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

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 Copy of proposal from Jupiter

10. Remarks:

In order to have them perform the work while on site I provided our intent to pay the change order, so we would not have to pay any re-mobilization fees, or not be able to get them back in a timely manner to perform the work.

Jupiter Environmental Services, Inc.
17 Warehouse Row
Albany, NY 12205

Phone: 518-435-0700 Fax: 518-435-0702
NY License # 28543 info@jupiterEs.com

Date: 5/25/23

PROPOSAL

*** WBE CERTIFIED COMPANY ***

Proposal submitted to Dan Rourke Executive Director	Phone	Fax
Street PO.O. Box 150	Job Location – Site 523 Main Street	
City, State, Zip Mechanicville, NY 12118		Scheduled work date(s)

We hereby submit specifications and estimates for:

The removal of an additional 3,500 SF of mold contaminated sheetrock from Building 6.

- Our scope includes Labor, material, proper disposal of waste generated by our work, equipment and required notifications to state and federal government.
- Exclude all patch, fireproof, paint, repair, replacement, re-insulation, cap & seal, disconnects & insulation is excluded and done by others.
- This proposal addresses visible and accessible materials only, unless otherwise specified below. Payment should be made upon completion of work.
mobilization's

Notes: All work will be conducted in compliance with applicable rules and regulations. Notifications will be made to appropriate regulatory agencies as applicable, at least ten (10) days prior to work. Proposal is valid for 30 days. Price provided herein, when offered to General Contractors, is not a guarantee of offer of services, it is subject to mutually acceptable subcontract terms and with insurance coverage limits as carried by Jupiter Environmental Services, Inc. Insurance coverage includes pollution coverage, and there is no labor law exclusion. Excess coverage at \$5,000,000.00.

We Propose hereby to furnish material and labor in accordance with the above specifications, for the sum of **(excluding options):**

Seventeen thousand two hundred dollars (\$ 17,200.00).

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charge over and above the estimate. Unpaid balances after 30 days will be assessed 1.5% monthly interest (18% annually) and charged any collection fees necessary.

Authorized Signature: Bill Marggi
William Marggi
email: wmarggi@jupiterEs.com

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, including option(s) _____ above. Payment will be made in full upon physical completion of work.

(Sign below and email, or mail, back clean copy only)

Name (print) Dan Rourke

PRELIMINARY
Date of Acceptance: 5/30/23

Signature [Signature]

OFFICIAL APPROVAL : CONTRACT CHANGE ORDER TO FOLLOW.



2/23/23

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 49 - 2023


Introduced by Law and Finance: Supervisors Schopf, Barrett, Edwards, Grasso, Lant, Tollisen and M¹ Veitch





AUTHORIZING AN AGREEMENT WITH JUPITER ENVIRONMENTAL SERVICES, INC. FOR MOLD AND ASBESTOS ABATEMENT AT THE SARATOGA COUNTY SEWER DISTRICT NO. 1'S MAINTENANCE FACILITY IN THE TOWN OF HALFMOON

WHEREAS, there is a need for mold and asbestos abatement at Saratoga County Sewer District No. 1's maintenance facility buildings located at 523 South Main Street in the Town of Halfmoon; and

WHEREAS, the Sewer District's Executive Director solicited bids for the provision of said abatement services; and

WHEREAS, Jupiter Environmental Services, Inc. submitted the lowest responsible bid for the contract associated with mold and asbestos abatement, and has proposed to provide said services at a cost of \$²  200; and

WHEREAS, our Law ³  Finance Committee, the Saratoga County Sewer ⁴  District No. 1 Sewer Commission, and the Executive Director of the Sewer District have recommended that this Board accept the proposal of Jupiter Environmental Services, Inc. for mold and asbestos abatement services, at a cost not to exceed \$119,200; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with Jupiter Environmental Services, Inc., of Albany, New York, for mold and asbestos services at the Saratoga County Sewer District No. 1's maintenance facility buildings located at 523 South Main Street in the Town of Halfmoon, at a cost not to exceed \$119,200; and it is further

RESOLVED, that the form and content of the agreement shall be subject to the approval of the County Attorney; and it is further


RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department Budget.

Summary of Comments on Jupiter Resoltuion with comments.pdf


Page: 1

 Number: 1 Author: drourke Subject: Sticky Note Date: 7/3/2023 12:53:47 PM
Authorizing a change order to the agreement

 Number: 2 Author: drourke Subject: Sticky Note Date: 7/3/2023 12:55:51 PM
Whereas an additional wall was found to contain mold that could not be visually inspected, and was not included in the initial abatement plan,

Whereas the increased scope of mold abatement for the additional wall was at a cost of 17,200,

 Number: 3 Author: drourke Subject: Sticky Note Date: 7/3/2023 12:56:09 PM
Change order

 Number: 4 Author: drourke Subject: Sticky Note Date: 7/3/2023 12:56:54 PM
Increased mold abatement services for a cost of 17,200 bringing the total contract value to \$136,400

February 23, 2023 Regular Meeting

Motion to Adopt: Supervisor Connolly

Second: Supervisor Edwards

AYES (168699): Eric Connolly (11831), Philip C. Barrett (19014.5), Diana Edwards (819), Jean Raymond (1333), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), John Lant (17361)

NOES (0):

ABSENT (66811): Joseph Grasso (4328), Jonathon Schopf (19014.5), Eric Butler (6500), Michael Smith (3525), Thomas Richardson (5163), Willard H. Peck (5242), Thomas N. Wood, III (5808), Edward D. Kinowski (9022), John Lawler (8208)



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
Tracy Goodson, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT:

DATE:

COMMITTEE:

1. Is a Resolution Required:
2. Proposed Resolution Title:
3. Specific Details on what the resolution will authorize:

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

County Attorney's Office
Consulted

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

County Administrator's Office Consulted
--

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

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

Amount:

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

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

Human Resources Consulted

7. Does this item require 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

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Agency granting funds:
 - c. Amount of grant:
 - d. Purpose grant will be used for:
 - e. Equipment and/or services being purchased with the grant:
 - f. Time period grant covers:
 - g. Amount of county matching funds:
 - h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:



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: Board of Elections

DATE: July 6, 2023

COMMITTEE: Law & Finance

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Appointment into a temporary trainer position and Appointment of Commissioner of Elections (D)

3. Specific Details on what the resolution will authorize:

Appointing Cassandra M. Bagramian into the temporary trainer position effective August 4, 2023 through September 14, 2023.

Appointing Cassandra M. Bagramian to fill the unexpired term of William Fruci starting September 15, 2023 through December 31, 2024.

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.22.000.6000
- b. Budget year impacted 2023
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment **September 15, 2023**

Salary and grade **\$91,800.00**

Appointed position: **Yes**

Term **September 15, 2023-December 31, 2024.**

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
No

8. Is a grant being accepted: YES or NO

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

9. Supporting Documentation:

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

10. Remarks:

STATE OF NEW YORK
STATE BOARD OF ELECTIONS

ELECTION COMMISSIONER CERTIFICATION

To the Clerk of the County(Board)(Legislature), County of Saratoga.

I certify that:

At a meeting of the Saratoga Democratic County Committee of the County of Saratoga, held on the 26 day of JUNE, 2023, at Clifton Park Public Library, New York, under the provisions of the Election Law and rules of the County Committee, a quorum being present,

Cassandra Bagramian, residing at
(Name)

9 Champlain Rd. Stillwater, New York, 12170 was recommended
(Address) (Zip Code)

by majority of said committee as a suitable and qualified person for appointment to the office of
Commissioner of Elections,

for the term beginning January 1, 20____

to fill an existing vacancy in said office for the remainder of the
current term

and that said designee is a registered voter of the County of Saratoga and a duly
enrolled member of the Democratic Party.

Dated at Saratoga County, New York

June 30, 2023.
(date)

Marta Levaney
(Chairman or Secretary)