



Airport Improvement Committee

Wednesday, November 1, 2023 3:30PM
40 McMaster Street, Ballston Spa, NY

Chair: Theodore Kusnierz

Members: Philip Barrett, Scott Ostrander (vc), Kevin Veitch,
Matthew Veitch

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the September 11, 2023 meeting.
- III. Authorize an agreement with National Grid for utility work at the airport associated with the Terminal Building project and amending the 2023 budget in relation thereto (Chad Cooke, Public Works)
- IV. Runway Protection Zone property acquisition – Discussion (Chad Cooke, Public Works)
- V. Other Business
- VI. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Department of Public Works

DATE: 10/23/23

COMMITTEE: Airport Improvement

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize an agreement with National Grid for utility work at the airport associated with the Terminal Building project and amending the 2023 budget in relation thereto

3. Specific Details on what the resolution will authorize:

National Grid will be upgrading the electrical service at the airport to facilitate the Terminal Building at a cost of \$155,807.10.

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
H2023.50-5031	Transfer from General Fund	\$155,807

Expense

Account Number	Account Name	Amount
A.90.920.990-H2023	Transfer to Capital Plan	\$155,807
H2023.50.100-7094	Building Component Realty	\$155,807

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

Decrease A-0599.B Appropriated Fund Balance-Budgetary Amount: \$155,807
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5. Identify Budget Impact (**Required**):

Other

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

The budget will be amended to authorize the related expenses and decrease fund balance by \$155,807.

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 Copy of National Grid prepared agreement

10. Remarks:

COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT (“*Agreement*”) is made and entered into effective as of {} (the “*Effective Date*”), by and between **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** (the “*Company*”), a corporation organized and existing under the laws of the State of New York; and **COUNTY OF SARATOGA** (the “*Customer*”), a county organized and existing under the laws of the State of New York. Company and Customer may be referred to hereunder individually, as a “*Party*” or, collectively, as the “*Parties*”.

WHEREAS, Customer owns property located at 405 Greenfield Avenue (the “*Premise*”); and

WHEREAS, Company presently owns and operates certain Electric distribution and transmission facilities in the Town of Milton on or near the Premise pursuant to its franchise rights and other property rights; and

WHEREAS, Customer has requested that the Company add another service to the property and install new underground electric service; and

WHEREAS, to accommodate Customer’s request, Company will convert one phase to three phase underground service, remove a transformer, and add a second service to the property (the “*Project*”); and

WHEREAS, the Project falls under Rule 28.2 of the Company’s Electric tariff, PSC No. 220 - Electricity (the “*Tariff*”), as the same may be modified by the New York State Public Service Commission (the “*Commission*”) and in effect from time to time; and

WHEREAS, Company is willing to complete the Project subject to the terms and conditions herein; and

WHEREAS, the Company and the Customer seek to enter into an agreement to facilitate construction of and payment for the Project; and

NOW, THEREFORE, in exchange for the covenants contained herein and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Scope of Work. The Company shall construct the Project in accordance with the provisions contained in Attachment A (“*Company Work*”) affixed hereto and incorporated into this Agreement as if fully set forth herein. All Company Work will be performed in accordance with the Tariff and all terms and conditions of the Tariff apply to the Project and to this Agreement.

The Customer’s scope of work is set forth in Attachment B, which is affixed hereto and incorporated into this Agreement as if fully set forth herein (the “*Customer Work*”).

2. Payment and Remedies. Customer agrees to pay Company all actual costs incurred by Company and its contractors in connection with the Project. For the purposes

of this Agreement, Company's "actual costs" shall include all applicable overheads and adders as well as all applicable taxes. Upon execution of this Agreement, Customer shall provide Company with a payment of \$155,807.10 ("*Initial Payment*"). The Initial Payment represents Company's current estimate of Company costs to complete the Project. The total actual costs related to the Project shall be determined by the Company upon the completion of the Project. Any undercharge will be reconciled and provided in a final bill to Customer ("*Final Bill*"). Customer shall pay the Final Bill within the timeline specified on the Final Bill. Any overcharge shall include a payment to Customer if Company's calculations reveal that a refund is due.

3. Approvals. It is understood that Company may be required to obtain regulatory and other third-party approvals and releases in connection with the Project. If so, this Agreement shall be subject to any such approvals and releases.

4. Company Performance. Company agrees to undertake and perform the Project in accordance with Good Utility Practice, provided however that nothing in this Agreement shall be regarded as a guarantee by Company that the Project will be completed by any specific date nor does this Agreement create or impose any liability on Company solely because such date is not achieved.

For the purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods or acts engaged in or approved by a significant portion of the Electric utility industry during the relevant time period, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to delineate acceptable practices, methods, or acts generally accepted in the region.

5. Confidentiality. Customer acknowledges and agrees that the provisions of this Agreement and all invoices and status reports provided by the Company to the Customer pursuant thereto are "*Confidential Information*". Customer shall not disclose the Confidential Information without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflict of laws principles thereof. The Parties expressly consent to the jurisdiction of the courts of the State of New York as to any issues related to this Agreement, including the validity, enforceability or interpretation hereof. This agreement in no way precludes Customer from pursuing available remedies with the New York State Public Service Commission.

7. Assignment. This Agreement, and its terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Agreement without

the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, conditioned or denied. The foregoing notwithstanding, Company may assign this Agreement to any Company affiliate without Customer's consent. Any attempted assignment that violates this Paragraph 7 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

8. Independent Contractor. Each Party acknowledges and agrees that the relationship of the Parties hereto is that of independent contractors. None of the terms herein are intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party.

9. Third Party Beneficiaries Excluded. Nothing in this Agreement is intended to create or shall create any legally enforceable rights in any person or entity other than Company and Customer.

10. Entire Agreement. This Agreement, Attachments A, B and C hereto, and the applicable provisions of Company's Tariff shall together constitute the complete agreement between Company and Customer with respect to construction of and payment for the Project and shall supersede and merge all prior discussions, whether written or oral and all prior understandings, whether express or implied between Customer and Company with respect to the Project. This Agreement, or any provision hereof, cannot be modified or amended except in a writing signed by both Parties.

11. Waiver. No waiver shall be deemed to be made by either of the Parties to this Agreement of any of its rights under this Agreement unless such waiver shall be in writing signed by the Party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the Party bound thereby in any other respect at any other time.

12. Severability. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.

13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed as the original, but all constitute one and the same instrument.

14. Authority. Each Party represents and warrants to the other that the signatory identified beneath its name below has the full authority to execute this Agreement on its behalf.

{Signature page to follow.}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SARATOGA

By: _____

Name: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

Attachment A	Scope of Company Work
Schedule 1	Illustrative Design
Attachment B	Scope of Customer Work
Attachment C	Environmental Due Diligence Procedure

Attachment A

Scope of Company Work

Company will perform the work listed below in connection with the Project in accordance with Company's standards, practices and procedures, and Company's engineering specifications. The Company Work is further illustrated in Schedule 1 attached hereto.

The Company shall perform the following engineering design and construction services in connection with the Project:

- Remove 1 phase underground primary cable (2 sections)
- Remove pad 35-1 1 phase underground primary transformer
- Replace pole #35
- Install 988ft 3ph underground primary in conduit to switchgear #1334
- Install switchgear #1334 on customer owned switchgear manhole
- Company shall install any additional appurtenant facilities or perform any additional work required to complete Company Work.

Company Specifications

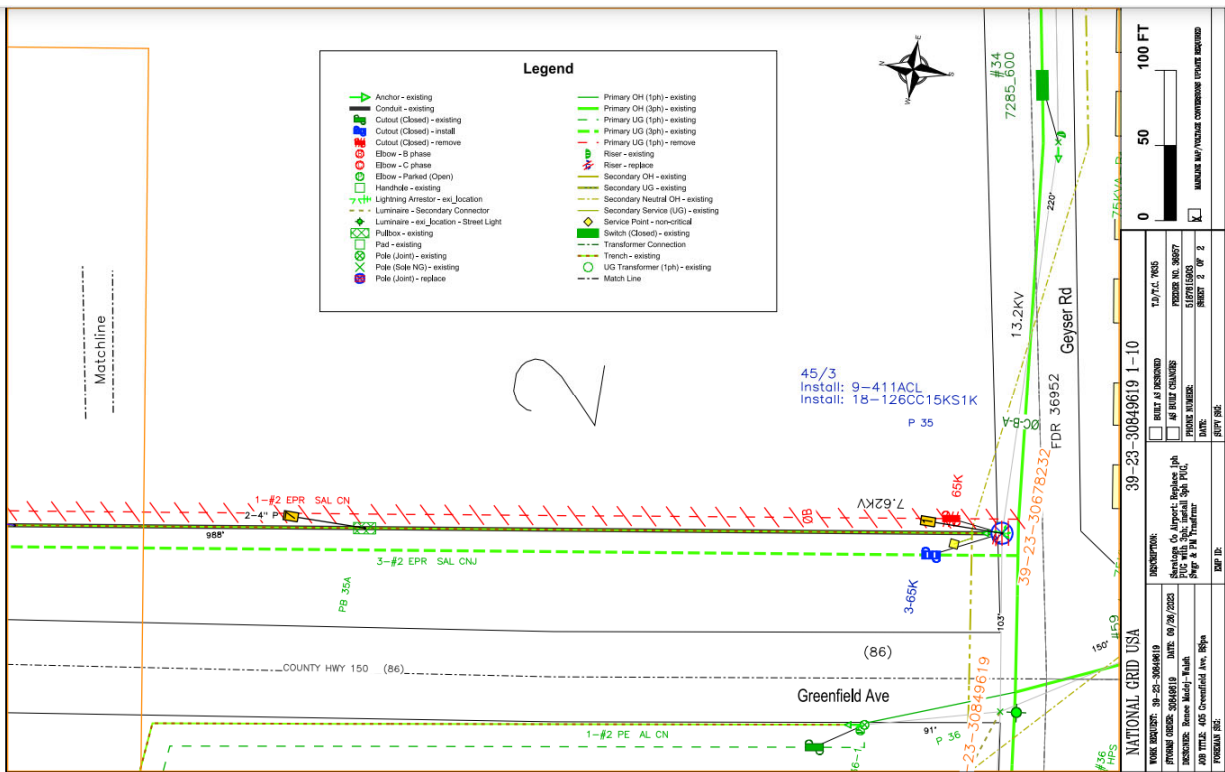
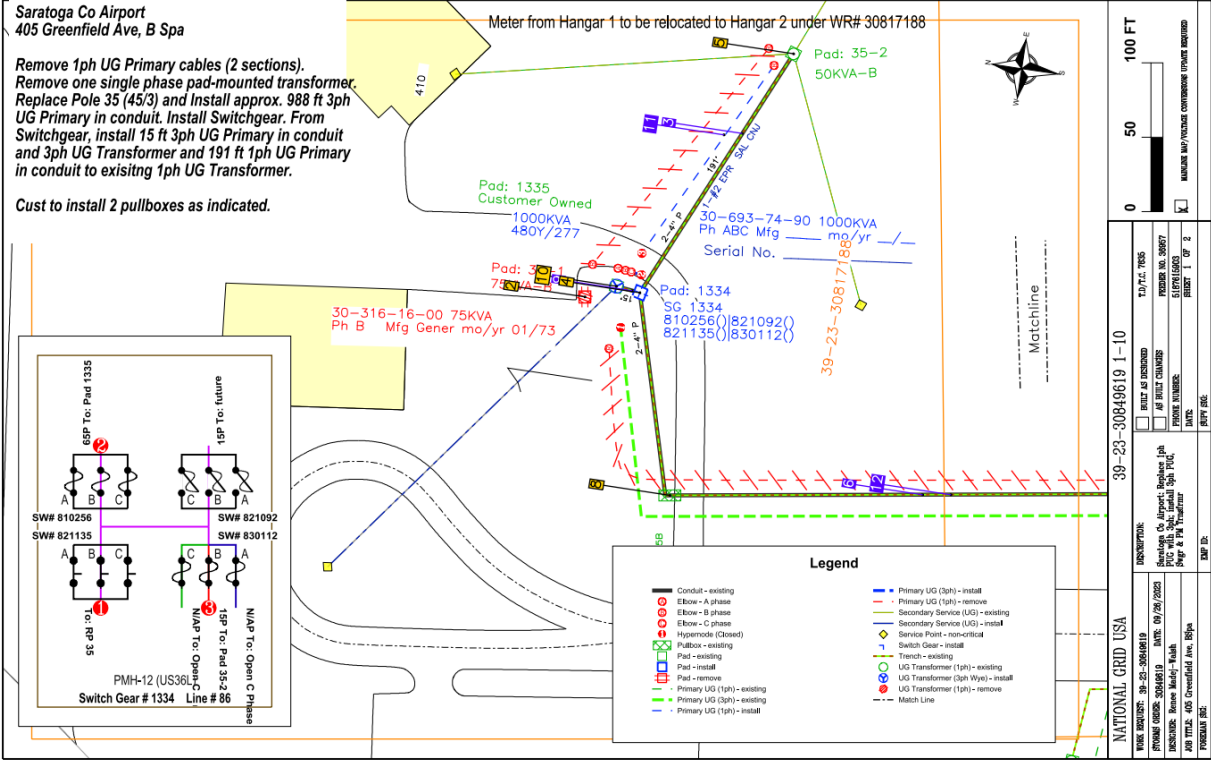
The following Company specifications for Electric requirements identified under this Agreement are:

- Electric System Bulletin No. 750 Electric System Bulletin No. 750-2010 - CM7526 (rienergy.com)
- Electric System Bulletin No. 759A URD Installation & Responsibility Guide (rienergy.com)
- Electric System Bulletin No. 759B UCD Installation & Responsibility Guide (rienergy.com)

COMPANY service bulletins are available at:

<https://www.nationalgridus.com/ProNet/Technical-Resources/Electric-Specifications>
<https://www.nationalgridus.com/ProNet/Technical-Resources/Gas-Specifications>

Schedule 1



Attachment B

Scope of Customer Work

Customer shall perform the following work in connection with this Agreement:

- Build out 1,000kva transformer pad #1335
- Customer to install pullboxes
- Customer is responsible for conduit needed for primary runs.
- Customer shall grant to Company certain perpetual easements and rights for the construction, installation, testing, ownership, use, operation, and maintenance of the portions of the Project to be located on, over, across, and through Customer's property and Customer shall obtain all easements, access rights, rights-of-way, fee interests, or other rights in property necessary to accommodate Company's construction, installation, testing, ownership, use, operation, and maintenance in connection with the Project, as determined to Company's satisfaction in its sole discretion ("Real Property Rights"). Real Property Rights will be obtained and conveyed by Customer in accordance with the Company's Real Property Standards and in a form and substance satisfactory to Company in its sole discretion.
- In undertaking or performing any work required of it under the terms of this Agreement, including, without limitation, securing the Real Property Rights, Customer shall comply, at all times, with the Company's Environmental Due Diligence Procedure in Attachment C hereto, as may be updated, amended or revised from time to time. Customer shall coordinate with the Company's Environmental Department with respect to the Environmental Due Diligence Procedure. The Company's project manager will provide Customer with the name and contact information for an appropriate Company representative in the Company's Environmental Department.
- Customer shall identify a project manager who will be given the authority to coordinate all aspects of the Project between Customer and Company.
- Customer shall provide complete and accurate information regarding the Premise, Project and the site(s) where Company Work is to be performed, including, without limitation, constraints, space requirements, underground or hidden facilities and structures, and hazardous substances that are known or become known by Customer during the term of the Project, and all applicable data, drawings and specifications.
- Customer shall provide the Company and its contractors and representatives with adequate access to the Premise for the purpose of enabling Company to perform the Company Work as and when needed, and shall include adequate and secure parking for Company and contractor vehicles and equipment.
- Other responsibilities and access as deemed necessary by Company to facilitate performance of the Company Work under this Agreement. Customer shall

cooperate to the fullest extent possible with Company as required to facilitate the Company Work.

Attachment C

Environmental Due Diligence Procedure

This document outlines the appropriate level of environmental due diligence that the Third Party must perform for the transaction of properties with National Grid, if necessary. The work practices are consistent with those contained in ASTM International Standards and “All Appropriate Inquiry” federal legislation.

1.0 DEFINITIONS

Property: Third Party owned real property including, but not limited to, electrical, gas, generation, and LNG facilities; stations/substations; office buildings; operations centers; staging areas; and vacant land.

Property Transaction: Property transactions are defined to include:

- The sale or lease of a National Grid-owned property to a Third Party;
- The termination of a lease for a property currently leased by National Grid from a Third Party; and
- The purchase or lease by National Grid of a property from a Third Party.

2.0 DUE DILIGENCE PROCESS

All environmental due diligence activities in support of a property transaction must be coordinated by the Third Party with their Environmental Consultant. Due diligence should be conducted early in the property management process since the results of the due diligence could impact property management decisions. Due diligence must be conducted by an Environmental Consultant hired by the Third Party.

The level of due diligence should be commensurate with the transaction and its potential risk.

For property transactions involving property purchase or sale, the current ASTM Standard Practice for ESAs must be followed (ASTM E-1527-13) and all readily available information on the subject property’s environmental conditions must be obtained using the steps outlined in Sections 3.1 – 3.5, as appropriate. Additional activities may also be warranted based on the findings, including but not limited to, Phase II ESA (ASTM E 1903) activities.

For other types of transactions (e.g. leases), the level of due diligence required may vary. Appropriate components of the Phase I ESA process may be employed to complete the due diligence process for these types of transactions.

Documentation of environmental due diligence activities and associated recommendations by the Environmental Consultant must be prepared to support all due diligence activities.

2.1 Records Review

Records that are readily available regarding current and historical site use and facility operations must be reviewed. Information that should be researched may include but not be limited to:

- Aerial photos
- Information regarding the property's historic use (Assessor's records, street directories, fire insurance maps, building department records, etc.)
- Oil-filled equipment management
- Use and storage of hazardous materials
- Former aboveground or underground storage tank locations
- Presence of dry wells, septic systems, or other underground injection structures
- A determination regarding whether an environmental deed restriction has been placed on the property
- Former pole storage locations
- Spill history/records
- Facility drawings
- Company archives
- Facility documents and reports (e.g., asbestos surveys)
- Deposition of soil and/or material that may have altered or impacted natural resources (e.g., filling in wetlands, altering the natural course of a protected stream)
- Other site-specific information.

2.2 Interviews with Knowledgeable Personnel

Personnel knowledgeable regarding current and former facility operations, and other persons knowledgeable of the property (including local officials), must be interviewed.

2.3 Site Reconnaissance

A site inspection must be conducted of the property. Items to be noted may include but not be limited to:

- Current site use
- Aboveground or underground storage tanks
- Stained soils or concrete

- Current location of oil-filled equipment storage and hazardous substances
- Unusual odors
- Groundwater monitoring wells
- Drywells, catch basins, drainage swales, sumps
- Soil/material stockpiles
- Waste storage areas
- Asbestos-containing materials
- Wastewater treatment
- Adjacent property usage
- Presence of hydraulic equipment
- Stressed vegetation.

2.4 Regulatory and Local Agency Review

Federal and state environmental regulatory databases and lists must be reviewed to determine if the property is of “listed” status. In addition, local environmental regulatory agencies must be contacted to inquire about environmental conditions at the site.

2.5 Data Collection

The collection of samples for environmental analysis is based on the results of a Phase I ESA. If recommended, a Phase II ESA shall be completed.

If possible, samples may be collected with the written permission of the current property owner.

Important factors to consider in addition to Phase I ESA results:

- Facilities with limited operational histories (e.g., office work) generally will not require the collection of samples.
- Facilities with current and/or former oil-filled equipment storage areas, waste management areas, gas liquid storage areas, or hazardous waste storage areas generally will require sample collection. The Environmental Consultant will determine the suite of parameters for laboratory analysis.
- Facilities with former locations of aboveground or underground storage tanks generally will require sample collection if insufficient documentation exists regarding the previous tank closure.
- Facilities with current and/or former utility equipment storage locations (e.g., pole storage, mercury regulator storage, oil-

filled equipment storage) generally will require sample collection.

2.6 Due Diligence Documentation

A written report of the results of the environmental due diligence must be developed under the direction of the Environmental Consultant. The report must state a conclusion regarding whether environmental contamination was observed or is potentially present at the facility. The written report must be distributed to National Grid.

3.0 DIVERGENCE FROM THE GUIDANCE CONTAINED IN THIS CHAPTER

National Grid has the authority to approve divergence from the guidance contained in this Environmental Due Diligence Procedure. Such decisions will be made on a case-by-case basis taking into account site-specific conditions.

4.0 COORDINATION WITH PROSPECTIVE BUYERS OF NATIONAL GRID PROPERTIES

Third Parties who are prospective buyers of National Grid property have the right to conduct, at their own expense, an environmental assessment. It is in the buyer's best interest to perform a due diligence inquiry in order to obtain exemption from liability under Federal and State Superfund laws. National Grid may share environmental information related to the subject property with the prospective buyer under a signed confidentiality agreement, however the buyer may not rely on this information solely in meeting their due diligence requirement. National Grid must receive a copy of the environmental assessment report, Phase I and Phase II from the prospective buyer. Any sharing or dissemination of information between parties should be coordinated by the National Grid Legal Department.

5.0 POST-TRANSACTION REQUIREMENTS

Upon completion of the transaction, the Third Party must notify National Grid. The following information, as appropriate, should be provided:

- Date of real property closing;
- Name of new owner;
- Address of new owner; and,
- Copies of all reports and documents generated by the transaction.



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
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 10/25/23

COMMITTEE: Airport Improvement

1. Is a Resolution Required:

No, Discussion Only

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 No

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

- 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 Overview of property and process for acquisition

10. Remarks:

Discussion of Cisar property available for acquisition in in the Runway Protection Zone for Runway 14.