



## Law & Finance Committee

Wednesday, December 13, 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 November 13, 2023 and November 15, 2023

#### **REAL PROPERTY TAX**

- Authorizing the conveyance of County owned lands in the Town of Clifton Park.  
(Anna Stanko, Director of Real Property)  
**BUDGET IMPACT:** No Budget Impact.
- Authorizing the conveyance of County owned lands in the Town of Hadley.  
(Andrew Jarosh, County Treasurer)  
**BUDGET IMPACT:** No Budget Impact.

#### **HEALTH & HUMAN SERVICES**

- Authorizing the extension from Health Research Inc. for the ELC COVID-19 Enhanced Detection Non-lab Grant.  
(Daniel Kuhles, Commissioner of Health)  
**BUDGET IMPACT:** No Budget Impact.
- Authorizing the acceptance of a 2023-2024 State Aid allocation from the Office of Children and Family Services for Youth Sports and Education opportunities, and Youth Development Programming.  
(Sandi Cross, Director of the Department of Aging & Youth Services)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.

#### **PUBLIC WORKS**

- Authorizing an engineering consultant agreement with Barton and Loguidice, DPC for design and right-of-way services related to the rehabilitation of the CR 14 (Crooked Street) culvert over Lake Butterfield inlet in the Town of Galway.  
(Chad Cooke, Commissioner of Public Works)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.

- Authorizing an engineering consultant agreement with CHA Consulting, Inc for design and construction administration services related to the rehabilitation of the CR 91 (Grooms Road) culvert over a tributary to the Colonie Reservoir in the Town of Clifton Park.  
(Chad Cooke, Commissioner of Public Works)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing the implementation and funding in the first instance of 100% of the Federal-Aid and State “Marchiselli” Program-aid eligible costs of a transportation Federal-aid project, and appropriating funds therefore, and amending the 2023 County budget in relation thereto.  
(Chad Cooke, Commissioner of Public Works)  
**BUDGET IMPACT:** The budget will be amended to accept these funds, authorize the related expenses, and decrease fund balance by \$577.
- Authorizing an amended agreement with Creighton Manning Engineering, LLP for additional right of way incidentals and acquisition services related to the Coons Crossing over Anthony Kill project in the Town of Halfmoon.  
(Chad Cooke, Commissioner of Public Works)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.

## **BUILDINGS & GROUNDS**

- Authorizing an amendment and extension agreement with Wilton Mall, LLC for a satellite office for the Department of Motor Vehicles.  
(Craig Hayner, County Clerk)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.

## **GOVERNMENT & LEGISLATIVE**

- Supporting Empire State Development’s (ESD) designation of a cellular-specific point person to lead the state’s efforts on enhancing cellular coverage, and further encouraging the state to implement a unified strategy to assure every major road corridor has reliable cell coverage as recommended by ESD’s Upstate Cellular Coverage Task Force Final Report.  
(Steve Bulger, County Administrator)  
**BUDGET IMPACT:** No Budget Impact.
- Supporting Senate Bill S7645 that repeals certain provisions of the executive law establishing a fee for background checks on certain firearm and ammunition purchases.  
(Steve Bulger, County Administrator)  
**BUDGET IMPACT:** No Budget Impact.

## **PUBLIC SAFETY**

- Authorizing the acceptance of an Indigent Legal Services grant (Distribution #14) from the New York State Office of Indigent Legal Services.  
(George Conway, Conflict Defender)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.

- Authorizing an agreement with Locus Diagnostics, LLC. for upgrades and maintenance of the County's Emergency Communication System.  
(Andre Delvaux, Director of Emergency Management)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing the acceptance of a 2023 Statewide Interoperable Communications grant from the New York State Division of Homeland Security and Emergency Services, and amending the 2023 County budget in relation thereto.  
(Andre Delvaux, Director of Emergency Management)  
**BUDGET IMPACT:** The budget will be amended to accept these funds and authorize the related expenses.
- Authorizing a renewal agreement with National Medical Services, Inc D/B/A NMS Labs for post-mortem toxicological services.  
(Susan Hayes-Masa, David DeCelle, County Coroner)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing an agreement with the New York State Division of Criminal Justice Services to accept a 2023-2024 District Attorney Salary Aid Program grant.  
(Karen Heggen, District Attorney)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing an amended agreement with Primecare Medical of New York, Inc., Professional Care Medical Practice, P.C., Professional Care Dental Services, P.C., and Personalcare Registered Professional Nursing, P.C. for the provision of nursing services at the Saratoga County Correctional Facility.  
(Michael Zurlo, County Sheriff)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.

## **HUMAN RESOURCES & INSURANCE**

- Authorizing a renewal agreement with Saratoga Hospital, Inc., Corporate Health Services for the provision of physical examinations and laboratory testing services.  
(Scot Chamberlain, Director of Human Resources)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing a renewal agreement with Bishop House Consulting, Inc. For the provision of management and leadership training service.  
(Scot Chamberlain, Director of Human Resources)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing a temporary increase in compensation for Deputy Chief Auditor, Julie Bosley, for additional Auditor duties.  
(Scot Chamberlain, Director of Human Resources)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing a renewal agreement with Bartlett, Pontiff, Stewart and Rhodes, P.C. for labor relations services.  
(Scot Chamberlain, Director of Human Resources)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.

- Authorizing an agreement with CCA (Corporate Counseling Associates, Inc.) for the provision of an Employee Assistance Program (EAP).  
(Scot Chamberlain, Director of Human Resources)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing an agreement with Select Actuarial Services, SAS LLC for actuarial consulting services for the workers compensation plan.  
(Scot Chamberlain, Director of Human Resources)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.

## **ECONOMIC DEVELOPMENT**

- Authorizing the transfer of funds from the Economic Development Grant 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 Grant Reserve fund by \$1,100.

## **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 Reserve Fund by \$30,000.

## **AIRPORT IMPROVEMENT**

- Authorizing the acceptance of a 2022 Aviation Capital grant from the New York State Department of Transportation and authorizing the issuance of a negative declaration under SEQRA.  
(Chad Cooke, Commissioner of Public Works)  
**BUDGET IMPACT:** No budget impact. Funding related to this grant award will be included in the budget amendment associated with the LeChase Construction Services, Inc. Resolution.
- Authorizing an agreement with LeChase Construction Services, Inc. for construction of the new fixed base operator terminal building at the Saratoga County Airport and amending the County budget in relation thereto.  
(Chad Cooke, Commissioner of Public Works)  
**BUDGET IMPACT:** The budget will be amended to accept these funds, authorize the related expenses, and decrease the Capital Facilities Reserve fund by \$3,787,217.

## **LAW & FINANCE**

- Levying amounts payable to County Treasurer and Town Supervisors.  
(Steve Bulger, County Administrator)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.



- Amending the 2023 County Budget under the Department of Public Works.  
(Chad Cooke, Commissioner of Public Works)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing an extension agreement with M.M. Hayes, Co., Inc. of Albany, New York for the annual maintenance of the County's Kronos automated employee time and attendance reporting system hardware, software and custom software, for a term of two years.  
(Eileen Bennett, Director of Information Technology)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing a renewal agreement with Adirondack Environmental Services, Inc. to conduct lab testing and wastewater analysis for Saratoga County Sewer District No. 1.  
(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 and Research, Landscape Architecture Engineering and Environmental Services D.P.C for design services relative to planned improvements to the Saratoga County Sewer District No.1's Spa Park Station and South Broadway sewer extension design.  
(Dan Rourke, Executive Director of Sewer District)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing an amended agreement with Delaware Engineering, D.P.C., for strategic infrastructure and financing planning for Saratoga County Sewer District No. 1.  
(Dan Rourke, Executive Director of Sewer District)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Authorizing an amended agreement with Mission Communications, LLC to include updated rates to maintain the cellular based communications system for Saratoga County Sewer District No. 1.  
(Dan Rourke, Executive Director of Sewer District)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.
- Amending the 2023 County Budget to increase appropriations and revenues by \$11,700,000 to cover additional revenue distribution costs in accordance with the sales tax formula.  
(Steve Bulger, County Administrator)  
**BUDGET IMPACT:** The budget will be amended to accept these funds and authorize the related expenses.
- Establishing January 3, 2024, at 4pm as the date and time for the 2024 Organizational Meeting of the Board of Supervisors.  
(Therese Connolly, Clerk of the Board)  
**BUDGET IMPACT:** No Budget Impact.

## **OTHER BUSINESS**

- Law and Finance Committee approval required for a partial distribution of funds for projects identified by the Supervisors of Saratoga Springs.  
(Steve Bulger, County Administrator)  
**BUDGET IMPACT:** No Budget Impact. Funds are included in the Department Budget.

- **Setting agenda for Board Meeting Scheduled For December 19, 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  
Audra Hedden, County Administrator's Office  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** County Administrator

**DATE:** 12/4/2023

**COMMITTEE:** Law & Finance

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

LEVYING AMOUNTS PAYABLE TO THE COUNTY  
TREASURER AND TOWN SUPERVISORS

3. Specific Details on what the resolution will authorize:

Based on the adoption of the 2024 County Budget, Saratoga County will be levying and collecting real property taxes in each Town and City in the County of Saratoga. The spreadsheet being worked on and the final amounts will be provided to the Supervisor prior to the Full Board meeting on 12/19/2023.

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

No Budget Impact
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- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☐ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

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

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: ☐ Y ☐ N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted  
N/A

Purchasing Office Consulted  
N/A

8. Is a grant being accepted: ☐ YES or ☐ NO

County Administrator's Office  
Consulted **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:

Real Property Tax Services is working on inputting the rates into the computer system. We will have the final report for the Board Meeting on 12/19/2023.



12/20/22

## **SARATOGA COUNTY BOARD OF SUPERVISORS**

### **RESOLUTION ~~387-2022~~**

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

### **LEVYING AMOUNTS PAYABLE TO COUNTY TREASURER AND TOWN SUPERVISORS**

**WHEREAS**, Resolution ~~344-2022~~ 315-2023 adopted the 20234 County Budget; and

**WHEREAS**, a certified copy of each Town's and City's 2023-4 Budget has been presented to this Board of Supervisors for levy and collection; now, therefore, be it

**RESOLVED**, that there shall be levied and collected from the taxable real property situate in each Town and City in the County of Saratoga, the following amounts:



# **SARATOGA COUNTY**

## **AGENDA ITEM REQUEST FORM**

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
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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  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** Department of Public Works

**DATE:** 12/5/23

**COMMITTEE:** Law & Finance

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Amending the 2023 County Budget under Department of Public Works

3. Specific Details on what the resolution will authorize:

Due to a misallocation of salary and fringe funds with New World's position budgeting function, a budget transfer from DPW's A Fund to DPW's D Fund is requested in the amount of \$525,000.

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

No Budget Impact. Funds are included in the Department Budget
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- a. G/L line impacted **See attached**
- 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 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

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
- ☐ Information summary memo
- ☐ Copy of proposal or estimate
- ☐ Copy of grant award notification and information
- ☒ Other Draft resolution and budget amendment

10. Remarks:

**A Fund****Increase appropriations**

A.90.920-9900.D	Transfer to D Fund	\$525,000
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**Decrease Appropriations**

A.50.000-6000	Regular Wages	\$413,000
A.50.000-6910	Retirement	\$32,000
A.50.000-6930	Social Security	\$30,000
A.50.000-6960	Health Insurance	\$50,000

**D Fund****Increase Revenue**

D.50-5031	Transfer from General Fund	\$525,000
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**Increase Appropriations**

D.50.000-6960	Health Insurance	\$5,500
D.50.000-6960.R	Health Insurance Retirees	\$5,500
D.50.501-6000	Regular Wages	\$25,050
D.50.501-6910	Retirement	\$10,500
D.50.501-6930	Social Security	\$7,000
D.50.501-6960	Health Insurance	\$30,000
D.50.501-6960.R	Health Insurance Retirees	\$10,000
D.50.502-6960.R	Health Insurance Retirees	\$21,000
D.50.502-6960	Health Insurance	\$5,500
D.50.510-6960	Health Insurance	\$15,500
D.50.511-6810	Overtime	\$80,000
D.50.511-6910	Retirement	\$40,000
D.50.511-6960	Health Insurance	\$62,000
D.50.512-6000	Regular Wages	\$121,000
D.50.512-6910	Retirement	\$12,750
D.50.512-6930	Social Security	\$7,200
D.50.512-6960	Health Insurance	\$37,000
D.50.514-6000	Regular Wages	\$20,000
D.50.514-6910	Retirement	\$2,000
D.50.514-6960	Health Insurance	\$6,000
D.50.516-6000	Regular Wages	\$1,000
D.50.516-6960	Health Insurance	\$500



12/20/22

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## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION ~~391~~ - ~~2022~~

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

### AMENDING THE 202~~32~~ COUNTY BUDGET UNDER DEPARTMENT OF PUBLIC WORKS

**WHEREAS**, due to an inadvertent misallocation of salary and fringe funds within position budgeting function of the County's New World financial system, an amendment to the 202~~32~~ County Budget under Department of Public Works is necessary; and

**WHEREAS**, our Law and Finance Committee and the Budget Officer have recommended the 202~~32~~ County Budget be amended to authorize a transfer of ~~\$525,600~~,000 from the Department of Public Works A Fund to the Department of Public Works D Fund; now, therefore it is

**RESOLVED**, that the 202~~32~~ County Budget is amended as follows:

#### DEPARTMENT OF PUBLIC WORKS

##### Under A Fund

###### Increase Appropriations

~~Acct.:~~ #A.90.920-9900.D. – Transfer to D Fund ~~\$525,600,000~~

###### Decrease Appropriations

~~Acct.:~~ #A.50.000-6000 – Regular Wages ~~\$413,600,000~~

~~A.50.000-6910 Retirement \$32,000~~

~~A.50.000-6930 Social Security \$30,000~~

~~A.50.000-6960 Health Insurance \$50,000~~

##### Under D Fund

###### Increase Appropriations

~~Acct.:~~ #D.50.511-6000 Regular Wages ~~\$600,000~~

~~D.50.000-6960 Health Insurance \$5,500~~

~~D.50.000-6960.R Health Insurance Retirees \$5,500~~

~~D.50.501-6000 Regular Wages \$25,050~~

<u>D.50.501-6910</u>	<u>Retirement</u>	<u>\$10,500</u>
<u>D.50.501-6930</u>	<u>Social Security</u>	<u>\$7,000</u>
<u>D.50.501-6960</u>	<u>Health Insurance</u>	<u>\$30,000</u>
<u>D.50.501-6960.R</u>	<u>Health Insurance Retirees</u>	<u>\$10,000</u>
<u>D.50.502-6960.R</u>	<u>Health Insurance Retirees</u>	<u>\$21,000</u>
<u>D.50.502-6960</u>	<u>Health Insurance</u>	<u>\$5,500</u>
<u>D.50.510-6960</u>	<u>Health Insurance</u>	<u>\$15,500</u>
<u>D.50.511-6810</u>	<u>Overtime</u>	<u>\$80,000</u>
<u>D.50.511-6910</u>	<u>Retirement</u>	<u>\$40,000</u>
<u>D.50.511-6960</u>	<u>Health Insurance</u>	<u>\$62,000</u>
<u>D.50.512-6000</u>	<u>Regular Wages</u>	<u>\$121,000</u>
<u>D.50.512-6910</u>	<u>Retirement</u>	<u>\$12,750</u>
<u>D.50.512-6930</u>	<u>Social Security</u>	<u>\$7,200</u>
<u>D.50.512-6960</u>	<u>Health Insurance</u>	<u>\$37,000</u>
<u>D.50.514-6000</u>	<u>Regular Wages</u>	<u>\$20,000</u>
<u>D.50.514-6910</u>	<u>Retirement</u>	<u>\$2,000</u>
<u>D.50.514-6960</u>	<u>Health Insurance</u>	<u>\$6,000</u>
<u>D.50.516-6000</u>	<u>Regular Wages</u>	<u>\$1,000</u>
<u>D.50.516-6960</u>	<u>Health Insurance</u>	<u>\$500</u>

Increase Revenues

Acct. # D.50-5031 – Transfer from General Fund \$~~600~~525,000

; and it is further

**RESOLVED**, that the Director of Finance and/or the Budget Officer is hereby authorized to effectuate the foregoing budget transfer to implement the amendment to the 2023~~2~~ County Budget; 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.

December 20, 2022 Regular Meeting

Motion to Adopt: Supervisor Schopf

Second: Supervisor Tollisen

AYES (179685): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662);

~~Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022).~~  
~~NOES (0):~~  
~~ABSENT (55824): Mark Hammond (17130), Willard H. Peck (5242), Sandra Winney (2075), Thomas N. Wood, III (5808), John Lawler (8208), John Lant (17361)~~



# **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  
Audra Hedden, County Administrator's Office  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** Information Technology

**DATE:** 12/7/2023

**COMMITTEE:** Law & Finance

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

1. Is a Resolution Required:

**Yes, Contract Approval**

County Attorney's Office  
Consulted **Yes**

2. Proposed Resolution Title:

Authorize an agreement with M.M. Hayes, Co., Inc. of Albany, New York for the annual maintenance of the County's Kronos automated employee time and attendance reporting system hardware, software and custom software, for a term of two years. Last agreement was authorized by resolution 106-2022. The original resolution 26-13 authorized an agreement with MM Hayes Co., Inc. for an automated time and attendance for employees.

3. Specific Details on what the resolution will authorize:

Authorize an agreement with M.M. Hayes, Co., Inc. of Albany, New York for the annual maintenance of the County's Kronos automated employee time and attendance reporting system hardware, software and custom software, for a term of two years, commencing on February 1, 2024 and terminating on January 31, 2026, at a cost of \$49,845.00 per year for a total maintenance cost of \$99,690.00. The agreement will automatically renew after one year for an additional one year term on the anniversary date of its commencement, unless the County notifies MM Hayes in writing one-hundred (180) days prior to that anniversary renewal date. An additional not to exceed \$5,000.00 authorized for additional custom software services in the event of additional custom software services required because of changes in versions of MM Hayes Standard Software which renders the Custom Software obsolete; provided Customer's operating system and equipment meet the minimum system configuration requirements, as determined by MM Hayes.



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
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## Expense

Account Number	Account Name	Amount
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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

- G/L line impacted **A.23.000-8160**
- Budget year impacted **2024**
- Details

\$49,845 was budgeted and approved in the 2024 budget.

An additional \$5,000 was added to this contract request that was not budgeted. The additional amount was added in the event additional Custom Software Services is required because of changes in versions of MM Hayes Standard Software which renders the Custom Software obsolete; provided Customer's operating system and equipment meet the minimum system configuration requirements, as determined by MM Hayes.

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

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

Human Resources Consulted  
N/A

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

a. Type of Solicitation RFP

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

This is a renewal contract for Kronos maintenance.

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):

M.M. Hayes Co., Inc. The Sage Estate Albany, NY 12204  
Michael F. Hayes Email: mfhayes@mmhayes.com  
Office: (518) 459-5545 Ext. 231

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

f. State of vendor/contractor organization: New York

g. Commencement date of contract term: February 1, 2024

h. Termination of contract date: January 31, 2026

i. Contract renewal date and term: 2 year contract

k. Is this a renewal agreement: ☒ Y ☐ N

l. Vendor/Contractor comment/remarks:

The RFP was issued in 2013, this agreement is for the maintenance of the Kronos automated time and attendance hardware and software system.

Purchasing Office Consulted  
Yes

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office  
Consulted Yes

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 Resolution 106-2022 and 26-13 attached

10. Remarks:

Agreement with MM Hayes Co. Inc., Inc. for annual maintenance of County's employee time and attendance system hardware and software including custom software.



3/16/22

## **SARATOGA COUNTY BOARD OF SUPERVISORS**

### **RESOLUTION 106 - 2022**

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

#### **AMENDING RESOLUTION 72-2018, AS AMENDED BY RESOLUTION 37-2020, AND AUTHORIZING AN AMENDED AGREEMENT WITH M.M. HAYES CO., INC. FOR ANNUAL MAINTENANCE OF THE COUNTY'S EMPLOYEE TIME AND ATTENDANCE SYSTEM HARDWARE AND SOFTWARE**

**WHEREAS**, pursuant to Resolution 72-2018 as amended by Resolution 37-2020, this Board authorized the Chair to execute an agreement with M.M. Hayes, Co., Inc. for the annual maintenance of the County's Kronos automated employee time and attendance reporting system hardware, software and custom software, which agreement included a 20% discount on any additional Kronos hardware, software or custom software purchased by the County during the term of the agreement, for a term of six years commencing on February 1, 2018 and terminating on January 31, 2024, at a cost of \$236,639 to be paid as follows:

- 1) February 1, 2018 – January 31, 2019: \$36,539
- 2) February 1, 2019 – January 31, 2020: \$37,653
- 3) February 1, 2020 – January 31, 2021: \$40,748
- 4) February 1, 2021 – January 31, 2022: \$41,931
- 5) February 1, 2022 – January 31, 2023: \$43,150
- 6) February 1, 2023 – January 31, 2024: \$44,406

**WHEREAS**, due to the need to purchase additional employee timekeeper licenses in 2021, it is necessary to amend Resolution 72-2018 to modify the payment schedule of the maintenance agreement for years five (5) and six (6) to reflect increased maintenance costs; and

**WHEREAS**, our Buildings and Grounds Committee and the Director of Information Technology have recommended that Resolution 72-2018 be amended to modify the payment schedule of the maintenance agreement with M.M. Hayes, Co., Inc. for years five (5) through six (6) for maintenance of the Kronos automated employee time and attendance reporting system hardware, software and custom software; now, therefore, be it

**RESOLVED**, that the first RESOLVED paragraph of Resolution 72-2018 is amended as follows:

**RESOLVED**, that the Chair of the Board is authorized to execute an agreement with M.M. Hayes, Co., Inc. of Albany, New York for the annual maintenance of the County's Kronos automated employee time and attendance reporting system hardware, software and custom software, which agreement shall include a 20% discount on any additional Kronos hardware, software or custom software purchased by the County for the term of the agreement, for a term of six years, commencing on February 1, 2018 and terminating on January 31, 2024, at a cost of \$255,871, to be paid as follows:

- 1) February 1, 2018 – January 31, 2019: \$36,539
- 2) February 1, 2019 – January 31, 2020: \$37,653
- 3) February 1, 2020 – January 31, 2021: \$40,748
- 4) February 1, 2021 – January 31, 2022: \$41,931
- 5) February 1, 2022 – January 31, 2023: \$42,659
- 6) February 1, 2023 – January 31, 2024: \$46,483

; and it is further

**RESOLVED**, that in the event of further increased need to purchase additional Kronos licenses in years five (5) or six (6), the Chair of the Board is authorized to execute further amendments of the agreement with M.M. Hayes, Co., Inc. of Albany, New York for the annual maintenance of the County's Kronos automated employee time and attendance reporting system hardware, software and custom software, without further legislative approval, provided the payment amount for year five (5) includes an amount not to exceed \$47,000 and the payment amount for year six (6) includes an amount not to exceed \$52,000; and it is further

**RESOLVED**, that the provisions of Resolution 72-2018, as amended by Resolution 37-2020, not inconsistent with the terms of this Resolution shall remain in full force and effect; and it is further

**RESOLVED**, that the form and content of such amended 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 for the amended agreement are included in the 2022 IT Budget.

March 16, 2022 Regular Meeting

Motion to Adopt: Supervisor(s):

Second: Supervisors(s):

Ayes:

Noes:

Abstain:

Absent:

1/15/13

RESOLUTION 26 - 13

Introduced by Supervisors Sausville, Daly, Rowland, Veitch, Wood, Wormuth, and Wright

AUTHORIZING THE CHAIRMAN TO ENTER INTO A FIVE YEAR  
AGREEMENT WITH MM HAYES CO., INC. FOR AN AUTOMATED  
TIME AND ATTENDANCE SYSTEM FOR EMPLOYEES

WHEREAS, most departments of Saratoga County government use an analog system for recording employee time and attendance, relying on punch clocks with paper time cards to monitor employee time; and

WHEREAS, our Technology Committee conducted a study of the costs associated with the current analog time-keeping system, and determined that the labor and material costs of the analog system to be approximately \$9,063 per pay period and \$253,638 per year; and

WHEREAS, the County has utilized the Kronos automated time and attendance system at the Maplewood Manor Nursing Home for several years, with the result that the costs of recording and monitoring employee time and attendance have been significantly reduced; and

WHEREAS, a return on investment analysis commissioned by the Technology Committee relative to a change from an analog to an automated time and attendance system calculated that the County could save hundreds of thousands of dollars by such a change; and

WHEREAS, our Technology Committee solicited and entertained proposals for an automated time and attendance system; and based upon compatibility with existing County software systems and responsiveness to the requirements of the Committee's RFP, the Technology Committee has recommended that a contract for such automated time and attendance hardware and software systems be awarded to MM Hayes Co., Inc.; now, therefore, be it

RESOLVED, that the Chair of the Board execute an agreement with MM Hayes Co., Inc. of Albany, New York, for the purchase, installation and maintenance of an automated employee time and attendance reporting system featuring Kronos hardware and software, together with training services, for a term of five years, at a cost of: \$92,240 for the first year; \$82,740 per year for the second and third years; and \$33,600 per year for the fourth and fifth years of the agreement; with the form and content of such agreement to be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.

Quote #: 518  
Expires: 4-Mar-2024  
Prepared By: Michael F. Hayes

Order Type: Standard US  
Date: 5-Dec-2023  
Page: 1

Bill To: Saratoga County  
50 West High Street  
Ballston Spa, NY 12020  
Attention: Data Processing

Ship To: Saratoga County  
50 West High Street  
Ballston Spa, NY 12020  
Contact: Eileen Bennett  
Phone: (518) 885-5381 x4311  
Email: [ebennett@saratogacountyny.gov](mailto:ebennett@saratogacountyny.gov)

Payment Net 45  
Terms:

### AGREEMENT FOR 2024 - 2026

Item	Quantity		
UKG Workforce Timekeeper v8.1	1,300		
UKG Workforce Employee v8.1	300		
UKG Workforce Manager v8.1	85		
UKG Workforce Absence Manager v8.1	1,300		
New World Payroll Interface	1,150		
Bi-Directional Interface to Payroll	150		
Custom Report: Hours & Wages by Clock Location	1		
UKG InTouch Biometric Terminals	33		
UKG InTouch Terminals, Wiegand Reader	2		
Cloud Hosting Services			
<b>Annual Cost</b>		<b>\$49,845.00</b>	

### CONTRACT SUMMARY

Description		
February 1, 2024 - January 31, 2025	Annual Cost	\$49,845.00
February 1, 2025 - January 31, 2026	Annual Cost	\$49,845.00



## MM HAYES SALES AGREEMENT AND KRONOS SOFTWARE LICENSE

Customer and MM Hayes agree that the terms and conditions contained in Section A of the Agreement apply to any Equipment, Software, and other items specified on page 1 of this Agreement. In addition to the terms and conditions in Section A of this Agreement, Section B applies to the Software, if any, and to the firmware contained in or downloaded to the Equipment, if any, specified on page 1 of this Agreement.

### Section A. TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT, SOFTWARE, AND OTHER ITEMS

1. Approval: All orders are subject to the approval of M.M. Hayes Co., Inc. corporate office in Albany, New York and cannot be canceled.
2. Payment: Software and Hardware Net 30. Professional Services billed monthly as delivered and due Net 30. Maintenance due 90 days from contract signature.
3. Limited Warranty: Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from the date of shipment. The warranty is extended to customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:
  - (a) Damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering (including modifications or replacements of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress, or causes other than normal and intended use.
  - (b) Failure of Customer to provide and maintain a suitable installation environment.
  - (c) Malfunctions resulting from the use of badges or supplies not approved by MM Hayes.

EXCEPT AS PROVIDED ABOVE, THE PARTIES AGREE THAT ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

4. Limitations of Liability: Customer's sole remedy, and the sole liability of MM Hayes, for any breach by MM Hayes shall be to repair or replace, at MM Hayes' option, any parts or labor, provided that the Kronos Equipment and Software media have been installed, maintained, and used in accordance with Kronos requirements and have not been subject to abuse or tampering. IN NO EVENT WILL KRONOS OR MM HAYES BE LIABLE FOR LOST PROFITS, LOST DATA, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING, OR CUSTOMER'S USE OF, OR INABILITY TO USE, ANY EQUIPMENT, SOFTWARE, OR SERVICES PROVIDED FOR IN THIS AGREEMENT.
5. General:
  - (a) This Agreement shall be governed by New York law and Customer agrees to submit to the exclusive jurisdiction of the New York Courts.
  - (b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
  - (c) Customer shall not assign this Agreement or the License to the Software without prior written consent of Kronos and any purported assignment, without such consent, shall be void.
  - (d) Neither party shall be liable for failure or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm, or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
  - (e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to MM Hayes, to the MM Hayes address on the front of the Agreement, or if to Customer, to the billing address on the front of this Agreement.
  - (f) Customer understands that any export of the Equipment or Software may require an export license and Customer assumes full responsibility for obtaining such license.
  - (g) No action, regardless of form, may be brought by either party more than one (1) year after the cause of action has arisen, except that an action for nonpayment may be brought by MM Hayes within two (2) years after the Customer's last payment.
  - (h) This Agreement supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.

### Section B. TERMS AND CONDITIONS APPLICABLE TO THE SOFTWARE ONLY

1. License Terms: Kronos/MM Hayes owns or has the right to license the Software. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below.

Kronos/MM Hayes grants to Customer a non-exclusive, nontransferable license to use the Software. The License may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer. The License is subject to all of the terms of this Agreement, including those set forth below:

- (a) Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations may include the number of employees, manager licenses, Software product modules, Software features, computer model and serial number, and/or the number of terminals to which the Software is permitted to be connected. Customer agrees to 1) use the Software only for the number of employees, simultaneous users, computer model, and serial number, and/or terminals permitted by the applicable license fee; 2) use only the product modules and/or features permitted by the applicable licensee fees; and 3) use the Software only in support of Customer's own employees, manager licenses, terminals, product modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to or otherwise permit the use of the Software (including timeshare or networking use) by any third party. Customer may not provide service bureau or other data processing services that make uses of the Software without the express prior written consent of Kronos.
- (b) Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code.



- (c) Customer may copy the Programs as necessary to load and execute the Programs and for backup purposes only. All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this License, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary right notices contained in the Programs as delivered to the Customer.
- (d) In the event that Kronos/MM Hayes supplies updates, corrections, modifications, new versions, or new releases of the Software (collectively referred to as "Updates") such Updates shall be part of the Software and the provisions of this License shall apply to such Updates and to the Software as modified thereby.
- (e) Customer may terminate this License at any time by returning to MM Hayes the original copy of the Software and destroying all other copies of the Software. Upon termination of this License by MM Hayes, Customer will return the original Software to MM Hayes and destroy all other copies of the Software.
- (f) If Customer is licensing Workforce iSeries, the following additional terms shall apply:

Upon Customer's request and full payment of all license fees, Kronos shall license to Customer, for Customer's internal use only, the source code for the Workforce/iSeries application programs licensed to Customer under this License. All of the terms and conditions specified in this Agreement for object code shall also apply to the source code. Customer acknowledges and agrees that the Software, all source code, object code, and algorithms relating thereto, all user interface screens generated by the Software and source code, and all copyright, trade secret, and other proprietary rights therein, are and shall remain the sole and exclusive property of Kronos. Customer agrees that it shall not disclose or otherwise make available to third parties the Software unless such disclosure is necessary for Customer's permitted use of the Software. Furthermore, Customer must obtain Kronos' written consent to any such disclosure and any party must agree in writing to be bound by the terms contained herein.

## MAINTENANCE AGREEMENT

Customer and M.M. Hayes Co., Inc. ("MM Hayes") agree that the terms and conditions contained in Section A of this Agreement apply to maintenance for any Kronos Hardware ("Equipment"), Kronos Standard Software, and Custom Software specified on the front of this Agreement. In addition to the terms and conditions in Section A of this Agreement, (a) Section B terms and conditions apply to the Equipment, if any, specified on the front of this Agreement; (b) Section C applies to the Standard Software, if any, specified on the front of this Agreement; and (c) Section D applies to the Custom Software, if any, specified on the front of this Agreement.

### A. TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, STANDARD SOFTWARE, AND CUSTOM SOFTWARE.

1. **a. Term of Agreement.** This Agreement shall commence on the Effective Date and shall continue for an initial term of twelve (12) months. This Agreement shall automatically renew for additional one year terms on the anniversary date of its commencement, unless the Customer notifies MM Hayes in writing 180 days prior to that anniversary renewal date.
- b. Service Coverage Period and MM Hayes Response Time.** Service/Equipment: 8:00 a.m. to 6:00 p.m., ET, Monday through Friday, excluding MM Hayes holidays, with an average response time of two (2) business hours. Depot exchange maintenance for hardware not to exceed three business days.
2. **Addition of Equipment, Standard Software, or Custom Software.** Additional Equipment, Standard Software, and/or Custom Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same maintenance option as the existing Equipment, Standard Software, or Custom Software. Customer agrees to pay the prorated charges for such addition and any such addition shall be automatically renewed as provided in this Agreement.
3. **Maintenance Exclusions and Maintenance Discontinuance.** Maintenance service does not include repair of damages or replacement of spare parts resulting from:
  - a. Any cause external to the Equipment, Standard Software, or Custom Software including, but not limited to, electrical work, fire, flood, water, wind, lightning, or transportation;
  - b. Customer's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power;
  - c. Customer's improper use, relocation, management, or supervision of the Equipment, Standard Software, or Custom Software or other failure to use the Equipment, Standard Software, or Custom Software in accordance with Kronos specifications;
  - d. Customer's repair, attempted repair, or modification of the Equipment, Standard Software, and/or Custom Software without prior authorization from MM Hayes;
  - e. Customer's use of the Equipment, Standard Software, or Custom Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by MM Hayes;
  - f. Customer's computer or operating environment malfunctions.

Any maintenance, including rebuilds or correction of corrupted files, necessary as a result of Section A.4 (a through f) shall be charged to Customer at the then-applicable MM Hayes preferred Time and Materials rate.

4. **Responsibilities of Customer.** Customer agrees (a) to provide MM Hayes personnel with full, free, and safe access to Equipment, Standard Software, and Custom Software for purposes of maintenance; (b) to maintain and operate the Equipment, Standard Software, and Custom Software in an environment and according to procedures which conform to Kronos specifications; and (c) not to allow maintenance or repair of the Equipment, Standard Software, or Custom Software by anyone other than MM Hayes without prior authorization from MM Hayes.
5. **Default.** MM Hayes reserves the right to terminate or suspend maintenance service in the event the Customer is in default under this or any other Agreement with MM Hayes and such default is not corrected within fifteen (15) days after written notice. In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.
6. **Warranty Exclusion.** THE PARTIES AGREE THAT ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.
7. **Limitation of Liability.** Customer's sole remedy, and the sole liability of MM Hayes, for any breach by MM Hayes shall be repeat performance of any repair, replacement, or maintenance required under this Agreement. IN NO EVENT WILL MM HAYES BE LIABLE FOR: (a) LOST PROFITS, LOST DATA, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (b) DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES. MM Hayes agrees to be liable for personal injury caused solely by the negligence of its employees.
8. **General.**
  - a. This Agreement shall be governed by New York law and Customer agrees to submit to the exclusive jurisdiction of the New York courts.
  - b. The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
  - c. Neither party shall assign this Agreement without the prior written consent of the other, and any purported assignment without such consent shall be void; provided however, that MM Hayes may assign this Agreement to its parent, affiliate, or subsidiary without such written consent.
  - d. Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including but not limited to war, strikes, lockouts, fire, flood, or storm. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
  - e. All notices which must be given under this Agreement shall be in writing and sent postage pre-paid, to the MM Hayes address on the front of this Agreement, to the attention of the National Field Service Manager, or if to Customer, to the billing address on the front of this Agreement.
  - f. This Agreement supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.
  - g. No action, regardless of form, may be brought by either party more than one (1) year after the cause of action has arisen except that an action for non-payment may be brought by MM Hayes within two (2) years after the Customer's last payment.

#### **B. TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT ONLY.**

The following terms and conditions apply only to the Equipment, if any, at the location(s) specified on the front of this Agreement.

1. **Equipment Maintenance.** During the Service Coverage Period, MM Hayes will provide maintenance to keep the Equipment in, or restore the Equipment to, good working order. Maintenance will include repair or replacement of parts deemed necessary by MM Hayes. Such replacement parts will be new or reconditioned to perform as new and will be furnished on an exchange basis. Exchanged parts will become the property of MM Hayes. This Agreement does not assure uninterrupted operation of the Equipment. If Customer requests that MM Hayes perform maintenance outside the Service Coverage Period, any such emergency service will be provided, when available, at the MM Hayes preferred Time and Attendance rates and terms then in effect.

During the Service Coverage Period, MM Hayes shall also provide:

- a. Priority processing of telephone calls and emails to request service and priority scheduling of on-site maintenance service;
- b. Remedial maintenance performed at Customer's site following telephone notification by Customer to a MM Hayes Customer Support Center that the Equipment is inoperative;
- c. Alterations required by Engineering Change Notices that MM Hayes determines are applicable to the Equipment, if installed during the Service Coverage Period; and
- d. Preferred billable rates for services that are outside of the scope of this Agreement.

#### **C. TERMS AND CONDITIONS APPLICABLE TO STANDARD SOFTWARE ONLY**

The following terms and conditions apply only to the Standard Software, if any, at the location(s) specified on the front of this Agreement.

1. **Standard Software Maintenance.** During the Service Coverage Period, MM Hayes shall provide:
  - a. Priority processing of telephone calls and emails to request service and assistance with any MM Hayes supplied applications.
  - b. Remote diagnostic technical assistance to resolve Standard Software functional problems and user problems.
  - c. Standard Software revisions, only if provided remotely.

- d. Standard Software version upgrades and enhancements, if within the same or a like operating system as the Software originally covered under this Agreement and if Customer's operating system and equipment meet minimum system configuration requirements, as determined by MM Hayes. Customer agrees to pay for all labor charges required to install such version upgrades, enhancements and retraining.
  - e. Preferred billable rates for on-site maintenance, or services that are outside of the scope of this Agreement.
2. **Standard Software Exclusions.** Any Standard Software maintenance beyond that described in Section C.1 (a) through (e) above shall be charged to Customer at the then-applicable MM Hayes preferred Time and Materials rate.
- In addition to the exclusions specified in Section A.4 of this Agreement, Standard Software maintenance excludes:
- a. Services required for application programs and conversions from products or software not supplied by MM Hayes;
  - b. Service for MM Hayes Custom Software;
  - c. Reconfiguration, including changes to work rules, pay rules, or rebuilding of Customer's database; and
  - d. On-site support of Standard Software.

**D. TERMS AND CONDITIONS APPLICABLE TO CUSTOM SOFTWARE ONLY**

The following terms and conditions apply only to the Custom Software, if any, at the location(s) specified on the front of this Agreement. During the Service Coverage Period, MM Hayes shall:

- a. Extend the Limited Warranty provided under the Custom Software License Agreement;
- b. Retain, for MM Hayes's own internal use only, the source code for the Custom Software; and
- c. Give Customer a twenty five percent (25%) discount on additional Custom Software Services required because of changes in versions of MM Hayes Standard Software which renders the Custom Software obsolete; provided Customer's operating system and equipment meet minimum system configuration requirements, as determined by MM Hayes.

Any documentation provided to Customer relating to the Custom Software is the confidential and proprietary information of MM Hayes and shall not be transferred, reproduced or is closed to any third party without the prior written consent of MM Hayes.

**M.M. HAYES CO., INC.**

**CUSTOMER**

BY: 

BY: \_\_\_\_\_

NAME: Michael F. Hayes

NAME: \_\_\_\_\_

TITLE: Principal

TITLE: \_\_\_\_\_

DATE: December 7, 2023

DATE: \_\_\_\_\_



# **SARATOGA COUNTY**

## **AGENDA ITEM REQUEST FORM**

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

**CC:** John Warnt, 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  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** Sewer District #1



**DATE:** 12/7/2023

**COMMITTEE:** Law & Finance



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

1. Is a Resolution Required:

Yes, Contract Renewal



2. Proposed Resolution Title:

Authorizing a Renewal Agreement With Adirondack  
Environmental Services Inc. to Conduct Lab Testing and  
Wastewater analysis for Saratoga County Sewer District no. 1

3. Specific Details on what the resolution will authorize:

This resolution will authorize an agreement with Adirondack  
Environmental Services to perform our SPDES lab testing for the  
WWTP and required asbestos and lead paint testing as  
required for capital projects for an amount not to exceed  
\$70,000.

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 No ☐

☐ 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- 8281
- b. Budget year impacted 2024
- c. Details

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

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

Human Resources Consulted

N/A ☐

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

a. Type of Solicitation **Sole Source** ☐

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

Purchasing Office Consulted

No ☐

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: **LLC**

f. State of vendor/contractor organization: **New York**

g. Commencement date of contract term: **12/1/2024**

h. Termination of contract date: **12/31/2024**

i. Contract renewal date and term:

k. Is this a renewal agreement: ☒ Y ☐ N

l. Vendor/Contractor comment/remarks:

This renewal agreement for lab testing directly tied to state mandated public health analysis has been deemed by the county attorney's office in 2016 to fall under the purview of sole source, due to the nature of the testing. We have operated under this advice since 2016 without issue.

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office  
Consulted 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:

Annual resolution to perform state required sampling.



1/18/22

## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION 47 - 2022

Introduced by Supervisors Schopf, Barrett, Grasso, Lant, Raymond, Tollisen and M. Veitch

#### AUTHORIZING A RENEWAL AGREEMENT WITH ADIRONDACK ENVIRONMENTAL SERVICES, INC. TO CONDUCT LAB TESTING AND WASTEWATER ANALYSIS FOR SARATOGA COUNTY SEWER DISTRICT NO. 1

**WHEREAS**, testing and wastewater analysis are necessary at the Saratoga County Sewer District No. 1's Wastewater Treatment Plant to be in compliance with its State Pollution Discharge Elimination System (SPDES) Permit; and

**WHEREAS**, pursuant to Resolution 33-2021, this Board authorized a renewal agreement with Adirondack Environmental Services, Inc. to provide lab testing and wastewater analysis services, for the term January 1, 2021 through December 31, 2021, at a cost not to exceed \$70,000; and

**WHEREAS**, our Law and Finance Committee, the Sewer District Commission, and the Executive Director of the Sewer District have recommended that the contract for testing and wastewater analysis services with Adirondack Environmental Services, Inc., be renewed for the term of January 1, <sup>2024</sup>~~2022~~ to December 31, <sup>2024</sup>~~2022~~, at a cost not to exceed \$70,000; now, therefore, be it <sup>2024</sup>~~2022~~ <sup>AND AMENDED TO</sup> <sup>INCLUDE ASBESTOS & LEAD</sup>

**RESOLVED**, that the Chair of the Board is authorized to execute a renewal agreement with Adirondack Environmental Services, Inc., of Albany, New York, to provide lab testing and wastewater analysis services, for a term of January 1, <sup>2024</sup>~~2022~~ to December 31, <sup>2024</sup>~~2022~~, at a cost not to exceed \$70,000, with Adirondack Environmental Services, Inc. to charge for its lab testing and wastewater analysis services at its rates in effect at the time the services were rendered to the Sewer District, provided that Adirondack Environmental Services, Inc. shall attach to any voucher submitted to the Sewer District for payment a rate sheet confirming the rates it was charging at the time the services billed for were rendered; and it is further

**RESOLVED**, that the form and content of such 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.





# **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  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** Sewer District #1



**DATE:** 12/7/2023

**COMMITTEE:** Law & Finance



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

1. Is a Resolution Required:

Yes, Contract Approval



County Attorney's Office  
Consulted Yes



2. Proposed Resolution Title:

Authorizing an agreement with Environmental Design  
Research, Landscape Architecture & Environmental Services  
D.P.C. (EDR) for work relating to the analysis, design and  
construction phase activities for the upgrade of the Spa Park  
Pump station, and South Broadway Sewer Extension

3. Specific Details on what the resolution will authorize:

This will authorize an agreement with the above firm to perform the  
necessary work to provide contract documents for the upgrade of the Spa  
Park Pump Station and South Broadway Sewer Extension for a cost not to  
exceed \$184,525. Five proposals were submitted, 4 included the correct  
scope of work and costs ranged from \$184,525 to \$251,000. EDR was the  
low proposal and also provided a good approach to both of the design  
requirements here. They have worked with NYS Parks before, and have  
worked with Saratoga Springs planning in the past, helping them understand  
the nuances of the South Broadway corridor in the city.

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 ES.81.812-7098

b. Budget year impacted 2023

c. Details

There is 135,000 budgeted for this project currently. The additional approximately 50,000 needed will come from the unused design funds for the Dwass Kill Trunk Improvements design that did not go out for solicitation in 2023.

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

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

Human Resources Consulted

N/A ☐

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

a. Type of Solicitation RFP ☐

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)  
23-RFP-SDPPSU-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):

EDR  
Mike Tamblin  
Mike Tamblin [undefined:mtamblin@edrdpc.com]

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

f. State of vendor/contractor organization: New York

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:

We went to cell based alarm systems around 2013 instead of radio telemetry. Mission

Purchasing Office Consulted

Yes ☐

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office  
Consulted 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:



12/15/21

## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION 347 - 2021

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

*ENVIRONMENTAL DESIGN & RESEARCH, LANDSCAPE ARCHITECTURE  
ENGINEERING & ENVIRONMENTAL SERVICES D.P.C.*  
AUTHORIZING AN AGREEMENT WITH ~~DELAWARE ENGINEERING, D.P.C.~~ FOR  
DESIGN SERVICES RELATIVE TO PLANNED IMPROVEMENTS TO SARATOGA  
COUNTY SEWER DISTRICT NO.1'S HALFMOON PUMP STATION & *SOUTH BROADWAY  
SEWER EXTENSION  
DESIGN*  
*SAT PARK*

WHEREAS, Saratoga County Sewer District No. 1's Halfmoon Pump Station is in need  
of pipe rehabilitation and pump station upgrades; and *SAT PARK*

WHEREAS, the Saratoga County Sewer District Commission has solicited proposals for  
engineering services for the Sewer District's Halfmoon Pump Station upgrade project; and  
*SAT PARK*

WHEREAS, the Law and Finance Committee and the Sewer District Commission have  
recommended that a contract for such engineering services be awarded to Delaware Engineering,  
D.P.C., the firm that was shown to provide the most value; now, therefore, be it *SEE ABOVE  
OF SARATOGA SEWERS*

RESOLVED, that the Chair of the Board is authorized to execute a contract with  
Delaware Engineering, D.P.C. of Albany, New York for engineering services for Saratoga  
County Sewer District No.1's Halfmoon Pump Station upgrade project, at a cost not to exceed  
\$127,720; and, be it further *SAT PARK*

*\$184,525.00*  
RESOLVED, that the form and content of said agreement shall be subject to the  
approval of the County Attorney; and, be it further

RESOLVED, that this Resolution shall take effect immediately

BUDGET IMPACT STATEMENT: None. Funds for this agreement are available in the 2021  
budget.

WHEREAS THE SARATOGA COUNTY SEWER DISTRICT COMMISSION, THE EXISTING  
DESIGN AND THE CITY OF SARATOGA SPONSORS AGRUED THAT EXTENDING  
COUNTY OWNED SEWER INFRASTRUCTURE SOUTH ON RT 9 COULD  
IMPROVE EXISTING ENVIRONMENTAL CONDITIONS; AND

WHEREAS ~~FROM~~ *DESIGN* THE WORK ASSOCIATED WITH ~~THE~~ THE EXTENSION  
WAS INCLUDED IN THE REQUEST FOR PROPOSALS.



# **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  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** Sewer District #1



**DATE:** 12/7/2023

**COMMITTEE:** Law & Finance



1. Is a Resolution Required:

Yes, Contract Amendment



2. Proposed Resolution Title:

Authorizing an amendment to an agreement with Delaware Engineering D.P.C. for additional work related to Strategic Infrastructure and Finance planning for Saratoga County Sewer District No. 1

3. Specific Details on what the resolution will authorize:

This resolution will authorize an amendment to an existing agreement to allow for the continuation of work relating to developing a potential WWTP pilot and evaluating capacity within the collection system to assist with DEC's newly enforced capacity analysis requirements for every new connection to the sewer system.

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 ES.81.813-7098

b. Budget year impacted 2024

c. Details

A design that was budgeted to be completed in 2023 did not come to fruition due to schedule changes of other capital projects, and due to unforeseen circumstances the money associated with that design (Dwass Kill trunk Line improvements) will be utilized for this amendment.)

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

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

Human Resources Consulted

N/A ☐

7. Does this item require 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):  
Delaware Eengineering, D.P.C, Oneonta NY  
bjusola@delawareengineering.com

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

f. State of vendor/contractor organization: New York

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

Yes ☐



8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office  
Consulted 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:

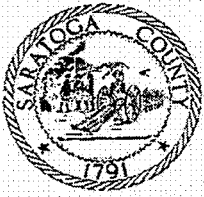
h. Administrative fee to County:

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:

This work is directly tied to continued development in Saratoga County and the growth of Global foundries and the ability of SCSD to handle the increased demands on the system.



4/19/22

## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION 163 - 2022

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

AMENDED

#### AUTHORIZING AN AGREEMENT WITH DELAWARE ENGINEERING, D.P.C., FOR STRATEGIC INFRASTRUCTURE AND FINANCING PLANNING FOR SARATOGA COUNTY SEWER DISTRICT NO. 1

**WHEREAS**, due to the convergence of recent state, national, and worldwide events, Saratoga County is poised for acceleration of economic development opportunities and those opportunities must be matched by a long-term strategic plan for municipal services including wastewater treatment; and

**WHEREAS**, the County and the Sewer District would benefit from a detailed plan which will identify and prioritize capital projects as well as target associated funding from New York State and Federal sources; and

**WHEREAS**, Delaware Engineering, D.P.C. has submitted a proposal for professional services including strategic infrastructure and financing planning at a cost not to exceed \$90,000; and

**WHEREAS**, our Law and Finance Committee, the Saratoga County Sewer District Commission and the Sewer District's Executive Director have recommended that the proposal of Delaware Engineering, D.P.C., be accepted; now, therefore, be it

ADDITIONAL

160,000 w/ A MONTHLY MAY BUDGET OF \$15,000

**RESOLVED**, that the Chair of the Board is authorized to execute an agreement with Delaware Engineering, D.P.C., of Oneonta, New York, for professional services including strategic infrastructure and financing planning at a cost not to exceed \$90,000; and it is further

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

160,000, WITH A 15,000 PER MONTH BUDGET CAP.

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

**BUDGET IMPACT STATEMENT:** No Budget Impact. Funds for this agreement are included in the 2022 budget.

April 19, 2022 Regular Meeting

Motion to Adopt by Supervisor Hammond, Seconded by Supervisor Barrett

AYES (172031): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Eric Butler (6500), Kevin Veitch (8004), Arthur M. Wright (1976), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lawler (8208), John Lant (17361)

NOES: 0

ABSENT (63479): Jonathon Schopf (19014.5), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Tollisen (25662), Willard H. Peck (5242), Sandra Winney (2075), 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  
Audra Hedden, County Administrator's Office  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** Sewer District #1



**DATE:** 12/7/2023

**COMMITTEE:** Law & Finance



1. Is a Resolution Required:

Yes, Contract Amendment



2. Proposed Resolution Title:

Authorizing an amendment to an agreement with Mission Communication LLC to include updated rates to maintain the cellular based communications system for Saratoga County Sewer District No.1

3. Specific Details on what the resolution will authorize:

Annual rates for the pieces of equipment that make-up SCSD's cellular based alarm system in the collection system have increased. This resolution allows the payment of the 2023 bill for these services.

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 ES.81.812-8420

b. Budget year impacted 2023

c. Details

These rates changed mid year, and the invoice sent to SCSD later this year with the updated rates can't be paid until this reoltuion is passed.

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

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

Human Resources Consulted

N/A ☐

7. Does this item require 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: LLC

f. State of vendor/contractor organization: New York

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:

We went to cell based alarm systems around 2013 instead of radio telemetry. Mission has been our vendor since 2013 and our 100 pump station have this infrastructure already installed.

Purchasing Office Consulted

Yes ☐

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office  
Consulted 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:



NOV 16 2022

11/15/22

## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION 335 - 2022

Introduced by Law & Finance: Supervisors Schopf, Barrett, Grasso, Tollisen, Veitch, Winney and Wood

#### AUTHORIZING AN AMENDED AGREEMENT WITH MISSION COMMUNICATIONS, LLC TO INCLUDE UPDATED RATES TO MAINTAIN THE CELLULAR BASED COMMUNICATIONS SYSTEM FOR SARATOGA COUNTY SEWER DISTRICT NO. 1

**WHEREAS**, pursuant to Resolution 145-12, this Board adopted the replacement and upgrade of the Saratoga County Sewer District No. 1's pump station radio system as a result of regulations imposed by the Federal Communications Commission (FCC) mandating narrower radio band frequencies; and

**WHEREAS**, the cell-based Supervisory Control and Data Acquisition ("SCADA") monitor system allows for the monitoring of pump stations and meter pits on a constant basis to provide immediate alarm information to Saratoga County Sewer District No. 1 (the "District") personnel which is critical to ensuring the maintenance and operation of the collection system; and

**WHEREAS**, pursuant to Resolution 48-13, this Board authorized an agreement with Mission Communications, LLC to provide service and monitoring of the District's pump station radios at an annual cost of \$347.40 per Mission M100 radio; \$563.40 per M800 radio; \$227.40 per M80 radio; and \$60.00 per expansion board adder; and

**WHEREAS**, Mission Communications, LLC has submitted a proposal with updated rates to provide service and monitoring of the District's pump station radios at an annual cost of ~~\$359.40~~ 371.40 per M110 radio; \$347.40 per MyDro 150 radio; ~~\$581.40~~ 599.40 per M800 radio; ~~\$563.40~~ 563.40 per MyDro 850 radio; ~~\$233.40~~ 239.40 per Manhole Monitor; and \$227.40 for Manhole Monitor+; 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 proposal of Mission Communications, LLC be accepted; now, therefore, be it

**RESOLVED**, that the Chair of the Board is authorized to execute an agreement with Mission Communications, LLC, of Norcross, Georgia, for service and monitoring of Saratoga County Sewer District No. 1's pump station radios at an annual cost of ~~\$359.40~~ 371.40 per M110 radio; \$347.40 per MyDro 150 radio; ~~\$581.40~~ 599.40 per M800 radio; ~~\$563.40~~ 563.40 per MyDro 850 radio; ~~\$233.40~~ 239.40 per Manhole Monitor; and \$227.40 for Manhole Monitor+; and it is further

SEE CHANGES  
ABOVE.



**RESOLVED**, that the form and content of such 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.

November 15, 2022 Regular Meeting

Motion to Adopt: Supervisor Hammond

Second: Supervisor Butler

AYES (194440): Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Tollisen (25662), 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 Lant (17361).

NOES ( 0 ):

ABSENT (41069): Eric Connolly (11831), Kevin Veitch (8004), Arthur M. Wright (1976), Willard H. Peck (5242), Thomas N. Wood, III (5808), 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 Warnt, 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  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** County Administrator



**DATE:** 12/5/2023

**COMMITTEE:** Law & Finance



1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Amending the 2023 County Budget to Increase appropriations and revenues by \$11,700,000 to cover additional revenue distribution costs in accordance with the sales tax formula

3. Specific Details on what the resolution will authorize:

The 2023 Sales tax revenue exceeded the anticipated amounts and this budget amendment is required in order to recognize those revenue increases and ensure the funds are available on the budget sheets for distribution to the municipalities.

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

County Attorney's Office  
Consulted

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

County Administrator's Office  
Consulted

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

Revenue

Account Number	Account Name	Amount
A.90-1110	Sales and Use Tax	\$11,700,000

Expense

Account Number	Account Name	Amount
A.90.905-1985	Distribution of Sales Tax	\$11,700,000

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

Amount:

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

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

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

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

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

7. Does this item require 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

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



Information summary memo



Copy of proposal or estimate



Copy of grant award notification and information



Other \_\_\_\_\_

10. Remarks:



12/20/22

## **SARATOGA COUNTY BOARD OF SUPERVISORS**

### **RESOLUTION ~~384~~-2022**

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

### **AMENDING THE 202~~32~~ COUNTY BUDGET TO INCREASE APPROPRIATIONS AND REVENUES BY \$11,7~~9~~00,000 TO COVER ADDITIONAL REVENUE DISTRIBUTION COSTS IN ACCORDANCE WITH THE SALES TAX FORMULA**

**WHEREAS**, the County has received additional unanticipated 202~~32~~ sales tax revenue in the amount of \$11,7~~9~~00,000 over anticipated sales tax revenue projections; and

**WHEREAS**, the 202~~32~~ County Budget needs to be amended to recognize the unanticipated sales tax revenue in the amount of \$11,7~~9~~00,000 that must be distributed to the cities, towns, and villages pursuant to the County's sales tax distribution formula; now, therefore, be it

**RESOLVED**, that the 202~~32~~ County Budget is amended as follows:

#### NON-DEPARTMENTAL

##### Increase Revenues

Acet.: #A.90-1110 – Sales and Use Tax \$11,7~~9~~00,000

##### Increase Appropriations

Acet.: #A.90.905-1985 – Distribution of Sales Tax \$11,7~~9~~00,000

; and it is further

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

**BUDGET IMPACT STATEMENT:** The budget will be amended to accept these funds and authorize the related expenses.

December 20, 2022 Regular Meeting

Motion to Adopt: Supervisor Schopf

Second: Supervisor Tollisen

AYES (179685): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333),

Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022).

NOES (0):

ABSENT (55824): Mark Hammond (17130), Willard H. Peck (5242), Sandra Winney (2075), Thomas N. Wood, III (5808), John Lawler (8208), John Lant (17361)



# **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  
Audra Hedden, County Administrator's Office  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** Clerk of the Board of Supervisors



**DATE:** 12/07/2024

**COMMITTEE:** Law & Finance



1. Is a Resolution Required:

Yes, Other 


2. Proposed Resolution Title:

ESTABLISHING JANUARY 3, 2024 AT 4:00 P.M. AS THE  
DATE AND TIME FOR THE 2024 ORGANIZATIONAL  
MEETING OF THE BOARD OF SUPERVISORS

3. Specific Details on what the resolution will authorize:

County Law 151 requires the Board to hold an Organizational Meeting and to elect a Chairman and Vice-Chairman on or before the 8th day of January each year. This Resolution will set Wednesday - January 3, 2024 as the date and time of the 2024 Organizational Meeting.

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

County Attorney's Office  
Consulted Yes 



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

County Administrator's Office  
Consulted Yes ☐

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

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

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

Amount:
---------

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

No Budget Impact ☐

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

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

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

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: ☐ Y ☐ N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

N/A ☐

Purchasing Office Consulted

N/A ☐

8. Is a grant being accepted: ☐ YES or ☒ NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- ☒ Marked-up previous resolution
- ☐ No Markup, per consultation with County Attorney
- ☐ Information summary memo
- ☐ Copy of proposal or estimate
- ☐ Copy of grant award notification and information
- ☒ Other County Law 151

10. Remarks:

## NY CLS County § 151

Current through 2022 released Chapters 1-642

*New York Consolidated Laws Service > County Law (Arts. 1 — 25) > Article 4 Board of Supervisors (§§ 150 — 154)*

### **§ 151. Organization of board\***

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1. The members of the board of supervisors shall organize the board and select a chairman on or before the eighth day of January in each year. The board shall annually, by resolution duly adopted during the month of December, fix the date, time and place of the meeting to organize the board. The board may provide by local law that the members of the board shall meet to organize and select a chairman on or before the eighth day of January in each even-numbered year. The clerk of the board of supervisors shall serve upon each member a notice stating the date, time and place of each meeting to organize the board and that a chairman will then be selected. The notice shall be in writing and shall be served by mail addressed to each member at his last known post-office address at least forty-eight hours before the date of the meeting.
2. In the event of the death, inability or failure of the clerk of the board of supervisors to call any such meeting or to serve such notices, the county clerk of the county shall call the meeting to organize the board and select a chairman on or before the fifteenth day of January following. Notice of such meeting shall be served by the county clerk in like manner and time as provided for service of notice by the clerk of the board in subdivision one.
3. At such organization meeting, or at an adjourned meeting not later than February first, the board shall select a chairman and may select a vice-chairman.
4. The term of office of the chairman shall expire at the end of the calendar year in which he is selected, unless the board shall provide by local law for the selection of the chairman in January of each even numbered year, in which event the term of office of the chairman shall be for a term expiring with that of his term of office as supervisor.
5. In the event of a failure of the board of supervisors to select a chairman on or before February first, the county clerk of the county shall appoint a member of the board as chairman, who shall serve until the end of the calendar year in which he is appointed.
6. In the absence of the chairman and the vice chairman, if one has been selected, at any meeting of the board of supervisors, the members present and voting, by majority vote, shall select a member of the board to serve as acting chairman at such meeting. The acting chairman shall have and exercise all the powers and duties of the chairman at the meeting over which he is called to preside.
- 6-a. In the absence of the chairman, the vice-chairman, if one has been selected:
  - a. shall preside over each duly constituted meeting of the board;
  - b. shall have and exercise all the powers and duties of the chairman at any meeting over which he is called to preside;
  - c. shall have and exercise those additional powers and duties authorized by resolution of the board, provided such resolution shall specify:

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\* Differs from article scheme.

## NY CLS County § 151

- (i) the dates during which the vice-chairman may exercise those powers and duties; and
- (ii) that the powers and duties authorized to the vice-chairman shall not be exercised by the chairman during that designated time period.

7. In case of a vacancy in the office of chairman, the clerk of the board of supervisors shall call a meeting of the members of the board upon like notice as provided in subdivision one, at which a successor shall be selected chairman who shall be a member of the board. The person so selected shall serve as chairman of the board for the unexpired term of the previous chairman. In the event of the failure of the board to select such chairman within thirty days after the vacancy shall have occurred, the county clerk shall appoint a member of the board as chairman, who shall serve until the end of the calendar year in which he is appointed.

## History

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Add, L 1950, ch 691, eff Jan 1, 1951, with substance transferred from § 10; amd, L 1951, ch 679, § 1, eff April 10, 1951; L 1983, ch 809, §§ 1, 2, eff July 30, 1983; L 1984, ch 317, § 1, eff July 3, 1984.

New York Consolidated Laws Service  
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# BOARD OF SUPERVISORS

12/19/2023

## RESOLUTION XXX - 2023

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

### **ESTABLISHING JANUARY 3, 2024 AT 4:00 P.M. AS THE DATE AND TIME FOR THE 2024 ORGANIZATIONAL MEETING OF THE BOARD OF SUPERVISORS**

**BE IT RESOLVED**, that for the purpose of organizing the 2024 Saratoga County Board of Supervisors, a meeting will be held at the Board of Supervisors Meeting Room, at 40 McMaster Street, Ballston Spa, New York, on January 3, 2024 at 4:00 P.M.; and it is further

**RESOLVED**, that on or before December 22, 2023, the Clerk of this Board of Supervisors shall mail a written notice to each Supervisor and Supervisor-elect at his or her last known post office address, stating the time and place of the above-meeting to organize the Board of Supervisors, and that a Chairman will then be elected; and it is further

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

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

December 19, 2023 Regular Meeting

Motion to Adopt: Supervisor(s)

Second: Supervisor(s)

AYES:

NOES:

ABSENT:



# **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  
Laurie Vroman, County Attorney's Office

**DEPARTMENT:** Board of Supervisors

**DATE:** 11.8.2023

**COMMITTEE:** Law & Finance

1. Is a Resolution Required:

**No, Committee Approval Only**

2. Proposed Resolution Title:

Authorizing a partial distribution of funds for projects identified by the Supervisors of Saratoga Springs

3. Specific Details on what the resolution will authorize:

\$20,000 to RISE Housing and Support Services for operations at the Adelphi street shelter

\$4,000 for the Lake Avenue Elementary School PTA for the Lave Avenue School Centennial Celebration project. The school is celebrating their 100 year anniversary and is doing many projects celebrating their alumni, teachers, and community as it was the original High School, then Middle School ,and now Elementary school

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 **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.90.000-8492
- 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

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

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

☐ Information summary memo

☐ Copy of proposal or estimate

☐ Copy of grant award notification and information

☐ Other \_\_\_\_\_

10. Remarks: