



Public Safety Committee

Wednesday, June 5, 2024 3:00PM

40 McMaster Street, Ballston Spa, NY

Chair: John Lant

Members: C. Eric Butler VC, Jesse Fish, Ian Murray, Scott Ostrander, Mo Wright, Cynthia Young

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the May 8, 2024 meeting
- III. Andre Delvaux, Emergency Services
 - a. Amending a Tower License Agreement with Cellco Partnership, DBA Verizon Wireless, for the upgrade of communications equipment on the County's Radio Communications Tower in the Town of Edinburg
 - b. Amending a Tower License Agreement with Cellco Partnership, DBA Verizon Wireless, for the upgrade of communications equipment on the County's Radio Communications Tower in the Town of Lake Luzerne
 - c. Amending a Tower License Agreement with Cellco Partnership, DBA Verizon Wireless, for the upgrade of communications equipment on the County's Radio Communications Tower in the Town of Day
 - d. Amending a Tower License Agreement with Cellco Partnership, DBA Verizon Wireless, for the upgrade of communications equipment on the County's Radio Communications Tower in the Town of Providence
- IV. Amending Resolution 107-2024 to correct the address for CPL Architecture, Engineering and Planning – Michael Stanley, Fire Coordinator
- V. Amending an agreement with Dr. Kristen St. Denis for the provision of professional veterinary services at the Saratoga County Animal Shelter – Kelly Devall, Animal Shelter
- VI. Appointing John Pugliese as Deputy Coroner – David DeCelle, Coroner
- VII. Other Business
- VIII. Adjournment



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT:

DATE:

COMMITTEE:

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

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

County Attorney's Office
Consulted

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

County Administrator's Office
Consulted

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

Revenue

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

Expense

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

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

Amount:

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

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

Human Resources Consulted

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

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

9. Supporting Documentation:

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

10. Remarks:



BOARD OF SUPERVISORS

7/18/2023

RESOLUTION 182 - 2023

Introduced by Public Safety: Supervisors Lant, Butler, ^{Fish Murray} Grasso, Hammond, Raymond, Tollisen and K. Veitch
~~Ostrander, Wright, Young~~

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

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

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

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

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

WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Edinburg for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New

upgrade

upgrade

upgrade

the first day of the month after licensee begins installation of new equipment shown on Exhibit C but not in any event after January 1, 2015

update

Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications Tower in the Town of Edinburg, for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; and, be it further

The first day of the month after license begins installation of new equipment shown on Exhibit C, but not in any event later than January 1, 2025.

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

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

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

July 18, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen
Second: Supervisor Smith

AYES (178884.5): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), John Lant (17361)

NOES (0):

ABSENT (42,379): Joseph Grasso (4328), Jean Raymond (1333), Willard H. Peck (5242), Tara N. Gaston (14245.5), Edward D. Kinowski (9022), John Lawler (8208)

RECUSED (14245.5): Matthew E. Veitch (14245.5)



OFFICE OF THE COUNTY ATTORNEY

GEORGE P. CONWAY, ESQ., COUNTY ATTORNEY

518.884.4770

SARATOGACOUNTY.NY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

First Assistant Attorney
Ann Flower E. Stitt, Esq.
Assistant Attorneys
Petra Holden, Esq.
Laura M. Kruegler, Esq.

SERVICE BY EMAIL NOT ACCEPTED

MEMORANDUM

DATE: May 8, 2024

TO: Andre Delvaux
Office of Emergency Management

FROM: George Conway
Saratoga County Attorney's Office

SUBJECT: Vendor Name : **Cellco dba Verizon Wireless**
Vendor Address : One Verizon Way, MS 4AW100, Basking Ridge, NJ 07920
Vendor I.D. # : N/A
Contract Amount : See Agreement Per Res: 182-2023
Contract Period : NA
Purpose of Agreement : Tower License agreement

Attached, please find one fully executed copy of the above referenced contract, which had been executed by the Chairman of the Board of Supervisors on May 7, 2024.

Please send this contract to the above-named vendor.

cc: Clerk, Board of Supervisors, w/enclosure
County Auditor, without enclosure
County Administrator without enclosure

Edinburg

**County of Saratoga
Amended and Restated Tower License Agreement**

This amended and restated tower license agreement (the "Agreement") is entered into this 17th day of May, 2024, (Effective pursuant to Section 4.1 of this Agreement) between the **County of Saratoga** (the "County"), a municipal corporation duly organized and existing under the laws of the State of New York, with a principal office at 40 McMaster Street, Ballston Spa, New York 12020 and **Cellco Partnership d/b/a Verizon Wireless** (the "Licensee") with an office for the place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920.

WHEREAS, the County and Licensee entered into a Tower License Agreement dated April 29, 2020 ("Original Agreement"); and

WHEREAS, Licensee Desires to upgrade its equipment at the Site; and

WHEREAS, the parties desire to amend and restate the terms of the Original Agreement;

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

1. DEFINITIONS

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

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

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

2.1 License to Install, Operate and Maintain Equipment – The County hereby updates a license to the Licensee to install, operate and maintain the equipment at the Site within the license space, as such equipment and licensed space is described in and subject to the approved "Collocation Application" attached hereto as **Exhibit C** and as shown in the Detail Site Plan attached hereto as **Exhibit B**. Such license is subject to the site rules as promulgated by the County and communicated to Licensee and is restricted exclusively to the

installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations as identified in **Exhibit B and Exhibit C**.

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

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

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

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

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

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

1. Structural Analysis

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

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

3. ACCESS, USE OF SITE

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

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

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

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

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

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

4. TERM

4.1 **Term of Agreement** – The license term will be two (2) years (“Revised Initial Term”), commencing on the first day of the month after Licensee begins installation of the new equipment shown on Exhibit C, but not in any event later than **January 1, 2025** (the “Amendment Commencement Date”).

4.2 **Term Renewal** – This Agreement will automatically renew for up to nine (9) additional two (2) year terms each an (“Extension Term”), unless Licensee notifies the County in writing of Licensee’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Revised Initial Term or Extension Term, as applicable.

5. CONSIDERATION

5.1 **Basic Payment** – Commencing on the Amendment Commencement Date, Licensee shall pay to County the sum of \$30,000 per year for its license and use of the Site, access road and easements to the Site. The Licensee’s payment shall be remitted to The County of Saratoga, 40 McMaster Street, Ballston Spa, NY 12020. The Licensee shall include the “Edinburg Tower Payment” on each payment. Payments shall be made in equal monthly installments on or before the fifth (5th) day of the month. County acknowledges that Licensee’s first three (3) increased monthly payments may not be actually sent until 90 days after the Amendment Commencement Date.

5.2 **Prior Terminated Agreement**- County and Licensee agree that this Agreement replaces the Tower License Agreement between County and Licensee dated April 29, 2020, referenced by Licensee as Contract Number 202743 (“Terminated Agreement”). County and Licensee acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, Licensee may continue to make, and County may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

5.3 **Adjustments to Basic Payment** – The basic payment shall be increased yearly on the anniversary of the Amendment Commencement Date by an amount equal to 2% of the immediately preceding year. The payment shall never decrease.

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

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

6. INTERFERENCE

6.1 **Interference by Licensee** – The Licensee agrees it shall not operate its Communication Facility at the Site in such a fashion as to cause RF interference with the County’s Public Safety Radio Equipment. If Licensee’s Communications Facility is causing interference, and continues for a period in excess of 48 hours following

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

7. INSURANCE

7.1 **Insurance** – The Licensee shall carry public liability insurance covering its use of the Site including the County of Saratoga as an additional insured as its interest may appear under this Agreement. The Licensee shall provide the County with a Certificate of insurance in a form that is reasonably acceptable to the County. **Exhibit D** shall set forth coverage limits required by the County. All insurance policies and coverages shall be approved by the County Attorney.

8. MUTUAL INDEMNIFICATION

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

9. DEFAULTS, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

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

10. GOVERNING LAW

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

11. ASSIGNMENT, SUBLEASE, SHARING

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

12. NOTICES

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

To Licensee:

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

With a copy to:

**Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920**

To County:

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

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

Saratoga County Office of Emergency Management

6012 County Farm Road
Ballston Spa, NY 12020
Phone: 518-885-2232
Fax: 518-885-2278

13. TERMINATION

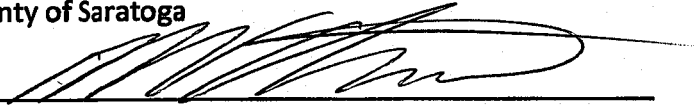
13.1 This Agreement may be terminated, without penalty or further liability, as follows:

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

-SIGNATURE PAGE TO FOLLOW-

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

County of Saratoga

By: 

Date: 5-7-24

Print Name: Philip C. Barrett
Title: Chairman, Board of Supervisors
Pursuant to Resolution 182-2023

Licensee:

Cellco Partnership d/b/a Verizon Wireless

Date: 04/30/2024

By: Rommel Angeles
Rommel Angeles (Apr 30, 2024 20:49 PDT)

Print Name: Rommel Angeles

Title: Sr Director - Network Engineering

APPROVED AS TO FORM AND CONTENT:

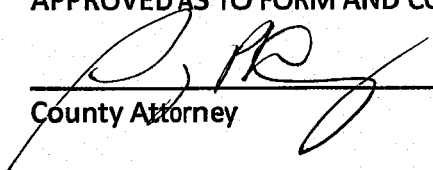
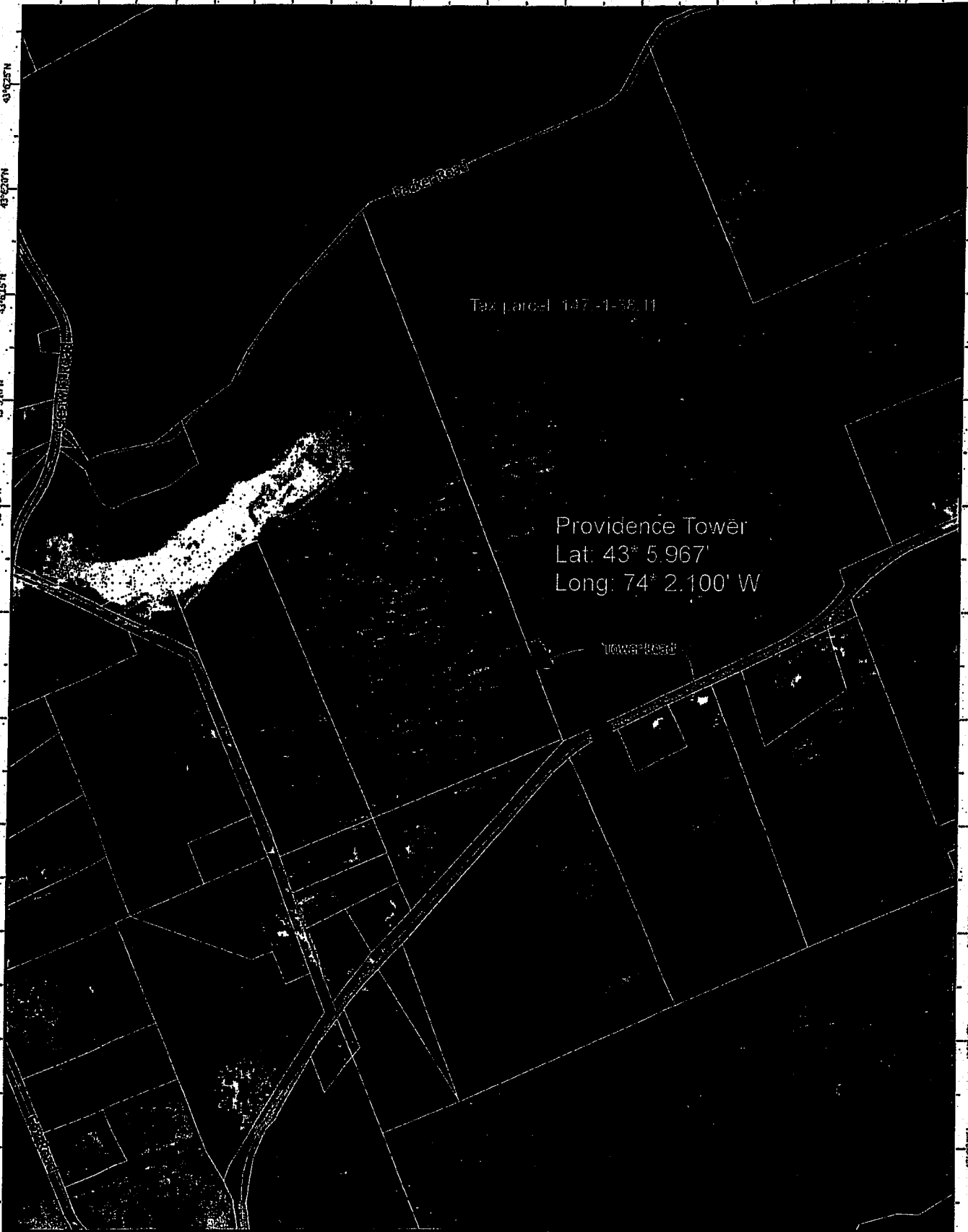

County Attorney

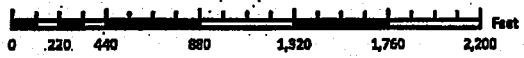
Exhibit A

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

74°23'W 74°22'W 74°22'W 74°22'W 74°21'5"W 74°21'10"W 74°21'5"W 74°20'W 74°15'5"W 74°15'0"W 74°14'5"W 74°14'0"W



74°23'W 74°23'W 74°22'5"W 74°22'4"W 74°22'15"W 74°21'10"W 74°21'5"W 74°15'5"W 74°15'0"W 74°14'5"W 74°14'0"W



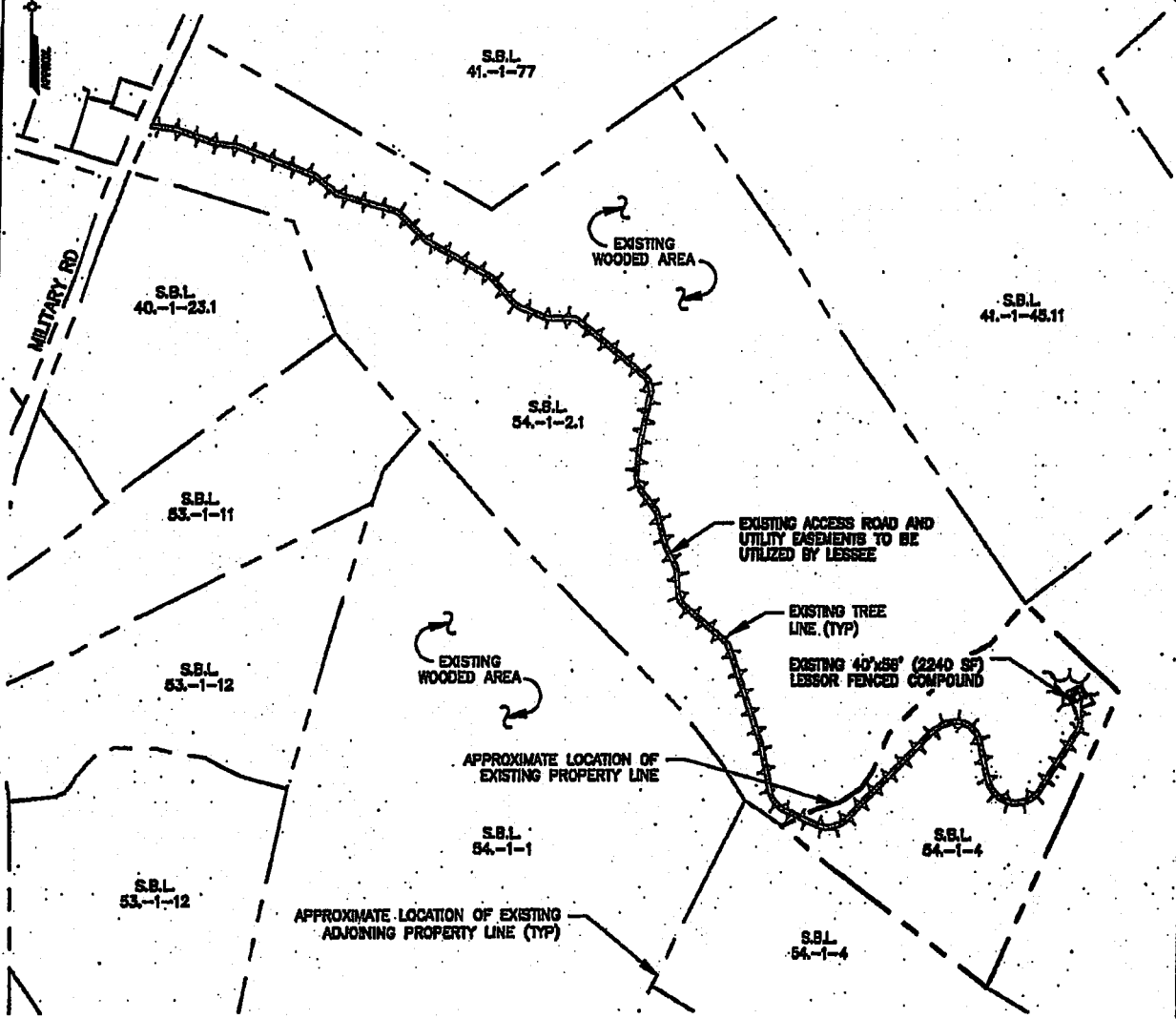
Providence Tower



Exhibit B

(Property Plan, Detail Site Plan and Elevation)

SITE INFORMATION	
COORDINATES:	43.288872° -74.083333°
GROUND ELEVATION:	1808'± AMSL
TOWER OWNER:	SARATOGA COUNTY



NOTE

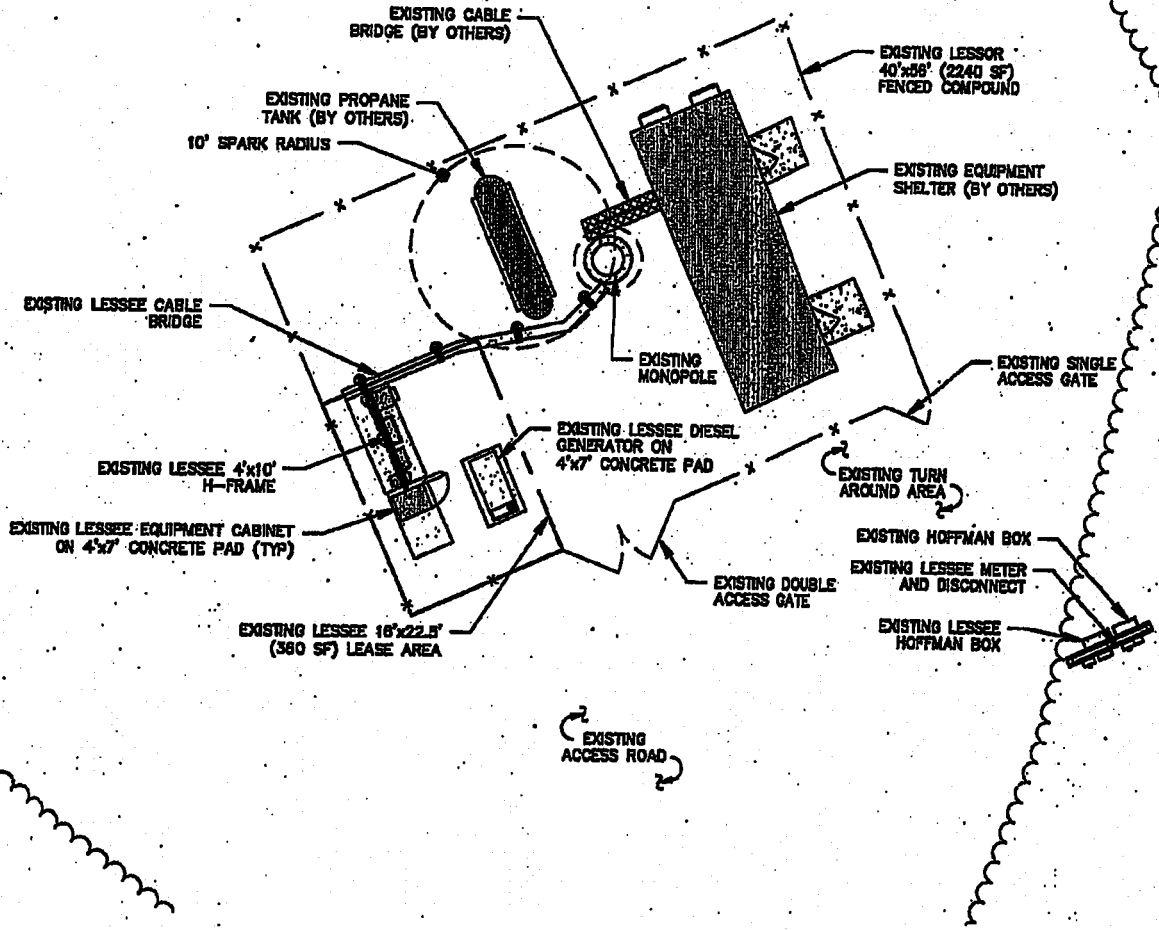
1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
2. FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.

PROPERTY PLAN
SCALE: 1" = 500'



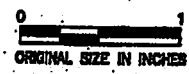
Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact: Amir
38 British American Blvd. Phone: (518) 783-1830
Suite 101 (500) 828-8531
Latham, NY 12110 www.tectonicengineering.com

EDINBURG - LEASE EXHIBIT
WBS#: VZ-00122682.C.9111 - MDG#: 5000252036
393 MILITARY DR - TOWN OF EDINBURG - SARATOGA COUNTY, NY 12134
CELLCO PARTNERSHIP,
(LESSEE)
1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586



1 **DETAIL SITE PLAN**
 LE-2 SCALE: 1" = 16'

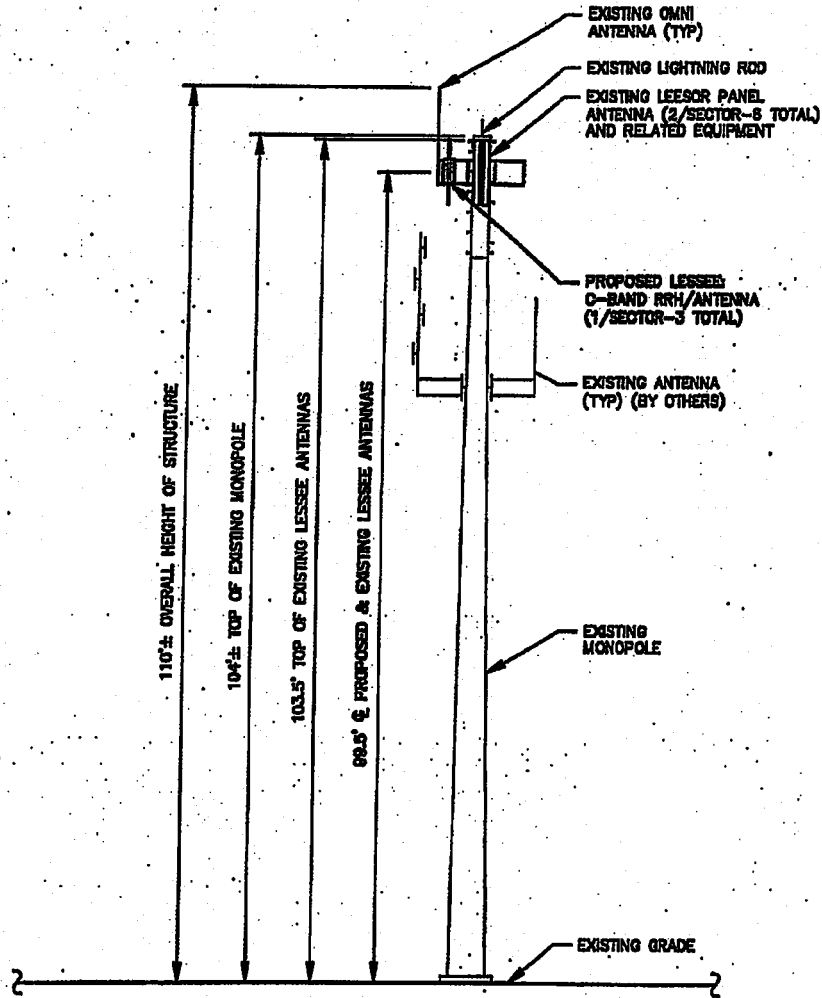
NOTE:
 FINAL FIBER/TELCO ROUTING TO BE DETERMINED BY PROVIDER.



Tectonic
 PRACTICAL SOLUTIONS. INNOVATING SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
 Project Contact: Info
 38 British American Blvd. Phone: (518) 783-1830
 Suite 101 (800) 829-8531
 Latham, NY 12110 www.tectonicengineering.com

EDINBURG - LEASE EXHIBIT
 WBS#: VZ-00122662.C.9111 - MDG#: 5000252036
 393 MILITARY DR - TOWN OF EDINBURG - SARATOGA COUNTY, NY 12134
 CELLCO PARTNERSHIP,
 (LESSEE)
 1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586



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

0 1
ORIGINAL SIZE IN INCHES

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-8831
Latham, NY 12110 www.tectoniceengineering.com

EDINBURG - LEASE EXHIBIT
WBS#: VZ-00122862.C.9111 - MDG#: 5000252036
393 MILITARY DR - TOWN OF EDINBURG - SARATOGA COUNTY, NY 12134
CELLCO PARTNERSHIP,
(LESSEE)
1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

Exhibit C

(Collocation Application)



SARATOGA COUNTY OFFICE OF EMERGENCY SERVICES

Collocation Application

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

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

Date: 12/6/2023

Tower Site: Fraker, 393 Military Road, Town of Edinburg

ADMINISTRATIVE SECTION

Licensee Information:

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

Street Address: One Verizon Way, Mail Stop 4AW100

City: Basking Ridge State: NJ Zip: 07920

Contact Information (Project Manager):

Name: Sara Colman

Company Legal Name: Airosmith Development Inc

Street Address: 318 West Avenue

City: Saratoga Springs State: NY Zip: 12866

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

Email: scolman@airosmithdevelopment.com

Signature: *Sara Colman* Date: 12/6/2023

Billing Information:

Company Legal Name: N/A

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Federal Tax ID: _____

TECHNICAL SECTION

Antenna Information

	Sector 1 (Transmit Antenna)	Sector 2 (Receive Antenna)	Sector 3
Antenna Height AGL	99.5' centerline	99.5' centerline	99.5' centerline
Antenna Quantity	2 / 1	2 / 1	2 / 1
Antenna Manufacturer	JMA / Samsung	JMA / Samsung	JMA / Samsung
Antenna Model (Attach Specs)	MX06FIT865-02 / MT6413-77A	MX06FIT865-02 / MT6413-77A	MX06FIT865-02 / MT6413-77A
Antenna Dimensions	95.9" x 12.2" x 10.7" / 28.9" x 15.75" x 5.51"	95.9" x 12.2" x 10.7" / 28.9" x 15.75" x 5.51"	95.9" x 12.2" x 10.7" / 28.9" x 15.75" x 5.51"
ERP (watts)			
Azimuth	60, 180, 300	60, 180, 300	60, 180, 300
Antenna Mount Type	Commscope 2" Spacing antenna Brackets	Commscope 2" Spacing antenna Brackets	Commscope 2" Spacing antenna Brackets
Tower Mount Amplifiers (TMA)	1 RRH / 1 RRH / 1 OVP BOX	1 RRH / 1 RRH	1 RRH / 1 RRH
TMA Manufacturer	Samsung	Samsung	Samsung
TMA Model	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C / Raycap OVP Box RVZDC-6627-PF-48</u>	<u>B2/B66A RRH-BR049 / - B5/B13 RRH-BR04C</u>	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C</u>
TMA Dimensions	<u>26" x 12.9" x 8.1" / 15" x 15" x 8.1" / 28.9" x 10.3" x 15.7"</u>	<u>26" x 12.9" x 8.1" / 15" x 15" x 8.1"</u>	<u>26" x 12.9" x 8.1" / 15" x 15" x 8.1"</u>
Number of Transmission Lines	1 Hybrid Cable		
Diameter of Trans Lines	12x24		
Manufacturer of Trans Lines	N/A		
GPS Antenna	No		

Dimension of Building Pad	4' x 10' concrete pad for equipment cabinets. 4' x 7' concrete pad for generator.	Total Floor Space Needed	16' x 22.5' lease area	Total Sq. Ft. 360
Shelter Size	N/A	Outdoor Cabinets	Quantity	Size

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

RF Information:

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

Microwave Technology (If Applicable)

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

Special Notes: Verizon Wireless is proposing to add some existing equipment to their existing mount on the existing tower.

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

Exhibit D

(County Insurance Requirements)

The Licensee shall at all times maintain commercial general liability insurance, with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000 general aggregate, issued by a company licensed to do business in the State of New York covering the Site and Communications Facility. The policy, as it's interests may appear under this Agreement, shall name the County of Saratoga, 40 McMaster Street, Ballston Spa, NY, 12020, as an additional insured, and Licensee shall provide the County with proof of such additional insured status in the form of an Additional Insured Endorsement Rider. All certificates of insurance provided must be approved by the Saratoga County Attorney.



**CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier	
1a. Legal Name & Address of Insured (use street address only) CELLCO PARTNERSHIP DBA VERIZON WIRELESS 1209 ORANGE STREET WILMINGTON, DE 19801 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy) Cellco Partnership 180 Washington Valley Road Bedminster, NJ 07921	1b. Business Telephone Number of Insured 717-991-6286 1c. Federal Employer Identification Number of Insured or Social Security Number 223372889
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Saratoga 40 McMaster Street Ballston Spa, NY 12020 Edinburg 542316 402 Military Road Edinburg, N Y 12134	3a. Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY 3b. Policy Number of Entity Listed in Box 1a LNY728193005 3c. Policy effective period 01-01-2023 to 12-31-2023
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and Paid Family Leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid Family Leave benefits only.	
5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> B. Only the following class or classes of employer's employees: <hr/>	
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.	
Date Signed 10-10-2023	By <i>Elizabeth Tello</i> <small>(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)</small>
Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES	
IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.	
PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)	
State of New York Workers' Compensation Board	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.	
Date Signed	By <small>(Signature of Authorized NYS Workers' Compensation Board Employee)</small>
Telephone Number	Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Cellico Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Ins Co NAIC # 23035	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570102164388 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2691550588143	06/30/2023	06/30/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$3,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project No. 20191955954, Location No. 542316, Site Name: Edinburg, Site Address: 402 Military Road, Edinburg, NY 12134. County of Saratoga is included as Additional Insured with respect to the General Liability policy. The General Liability policy shall apply as Primary Insurance to each Additional Insured listed herein.

CERTIFICATE HOLDER County of Saratoga 40 McMaster Street Ballston Spa NC 12020 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier: 570102164388 Certificate No: 570102164388



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Cellco Partnership d/b/a Verizon Wireless 1095 Avenue of the Americas New York NY 10036</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy) Edinburg (542316) 402 Military Road Edinburg NY 12134</p>	<p>1b. Business Telephone Number of Insured 908-559-6175</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 26-70019</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 22-3372889</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Saratoga 40 McMaster Street Ballston Spa NY 12020</p>	<p>3a. Name of Insurance Carrier LM Insurance Corporation</p> <p>3b. Policy Number of Entity Listed in Box "1a" WA5-69D-550588-093</p> <p>3c. Policy effective period 6/30/2023 to 6/30/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

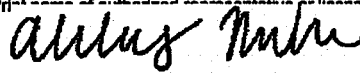
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Abby Nolan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  6/19/2023
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE



BOARD OF SUPERVISORS

7/18/2023

RESOLUTION 182 - 2023

Introduced by Public Safety: Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen and K. Veitch

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

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

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

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

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

WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Edinburg for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New

Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications Tower in the Town of Edinburg, for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; and, be it further

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

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

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

July 18, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen

Second: Supervisor Smith

AYES (178884.5): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), John Lant (17361)

NOES (0):

ABSENT (42,379): Joseph Grasso (4328), Jean Raymond (1333), Willard H. Peck (5242), Tara N. Gaston (14245.5), Edward D. Kinowski (9022), John Lawler (8208)

RECUSED (14245.5): Matthew E. Veitch (14245.5)









Edinburg - A/2046416/Gio Flores-Reviewer Approved 4-19-24/SR Director

Final Audit Report

2024-05-01

Created:	2024-04-19
By:	Giovanni Flores (giovanni.flores@verizonwireless.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkYyS8K3HmADh1wtFqiB3WV8sRFLdx7OT

"Edinburg - A/2046416/Gio Flores-Reviewer Approved 4-19-24/ SR Director" History

-  Document created by Giovanni Flores (giovanni.flores@verizonwireless.com)
2024-04-19 - 8:20:35 PM GMT
-  Document emailed to Rommel Angeles (rommel.angeles@verizonwireless.com) for signature
2024-04-19 - 8:21:16 PM GMT
-  New document URL requested by scolman@airosmithdevelopment.com
2024-04-29 - 3:31:26 PM GMT
-  New document URL requested by steve.ruzzo@verizonwireless.com
2024-04-29 - 7:37:08 PM GMT
-  Email viewed by Rommel Angeles (rommel.angeles@verizonwireless.com)
2024-05-01 - 3:48:58 AM GMT
-  New document URL requested by Rommel Angeles (rommel.angeles@verizonwireless.com)
2024-05-01 - 3:49:06 AM GMT
-  Document e-signed by Rommel Angeles (rommel.angeles@verizonwireless.com)
Signature Date: 2024-05-01 - 3:49:47 AM GMT - Time Source: server
-  Agreement completed.
2024-05-01 - 3:49:47 AM GMT

verizon

Powered by
Adobe
Acrobat Sign



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Office of Emergency Management

DATE: 5.15.2024

COMMITTEE: Public Safety



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

County Attorney's Office
Consulted Yes

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

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

3. Specific Details on what the resolution will authorize:

This amended license agreement with Verizon Wireless is to upgrade its equipment on the County's Communications Tower in the Town of Lake Luzerne commencing on the first day of the month after Licensee begins installation of the new equipment but not in any event later than January 1, 2025, with an initial term of 2 years and will automatically renew for nine (9) additional terms of two (2) years each. Initial rent cost to Verizon Wireless will be \$30,000.00 and will be subject to a two percent (2%) yearly increase on the anniversary of the initial term.

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 A.36-3325
- b. Budget year impacted 2024 - 2044
- 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

No

Purchasing Office Consulted

No

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 County of Saratoga Tower License Agreement

10. Remarks:



BOARD OF SUPERVISORS

7/18/2023

RESOLUTION 183 - 2023

Introduced by Public Safety: Supervisors Lant, Butler, ~~Grasso, Hammond,~~ *Fish Murray*
~~Raymond, Tollisen and K. Veitch~~
Oshroder, Wright and Jomp

AUTHORIZING AN AMENDED TOWER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS, FOR THE PLACEMENT OF COMMUNICATIONS EQUIPMENT ON THE COUNTY'S RADIO COMMUNICATIONS TOWER IN THE TOWN OF LAKE LUZERNE

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

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

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

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

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

upgrade
WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Lake Luzerne for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; now, therefore, be it

The first day of the month after the license begins installation of new equipment shown on exhibit C, but not later any event after January 1, 2025

(already on page 1)

of two (2) years each, at a rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase over the annual rental amount for the immediate preceding year; now, therefore, be it

upgrade

RESOLVED, that the Chair of the Board is hereby authorized to execute an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications Tower in the Town of Lake Luzerne, for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; and, be it further

The first day of the month after license begins installation of new equipment shown in Exhibit C, but not in any event later than January 1, 2025.

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

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

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

July 18, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen

Second: Supervisor Smith

AYES (178884.5): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), John Lant (17361)

NOES (0):

ABSENT (42,379): Joseph Grasso (4328), Jean Raymond (1333), Willard H. Peck (5242), Tara N. Gaston (14245.5), Edward D. Kinowski (9022), John Lawler (8208)

RECUSED (14245.5): Matthew E. Veitch (14245.5)



**OFFICE OF THE
COUNTY ATTORNEY**

GEORGE P. CONWAY, ESQ., COUNTY ATTORNEY

518.884.4770

SARATOGACOUNTYNY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

First Assistant Attorney
Ann Flower E. Stitt, Esq.
Assistant Attorneys
Petra Holden, Esq.
Laura M. Kruegler, Esq.

SERVICE BY EMAIL NOT ACCEPTED

MEMORANDUM

DATE: April 1, 2024

TO: Andre Delvaux
Office of Emergency Management

FROM: George Conway
Saratoga County Attorney's Office

SUBJECT: Vendor Name : **Cellco Partnership dba Verizon Wireless**
Vendor Address : One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920
Vendor I.D. # : NA
Contract Amount : See Agreement Per Res: 183-2023
Contract Period : 2 years & then 9 more 2-year extensions
Contract I.D.# : N/A
Purpose of Agreement : Tower License Agreement

Attached, please find one fully executed copy of the above referenced contract, which had been executed by the Chairman of the Board of Supervisors on March 26, 2024.

Please send this contract to the above-named vendor.

cc: Clerk, Board of Supervisors, w/enclosure
County Auditor, without enclosure
County Administrator without enclosure

MDG ID: 5000127286

Lake Luzerne

**County of Saratoga
Amended and Restated Tower License Agreement**

This amended and restated tower license agreement (the "Agreement") is entered into this 20th day of March 2024, (Effective pursuant to Section 4.1 of this Agreement) between the **County of Saratoga** (the "County"), a municipal corporation duly organized and existing under the laws of the State of New York, with a principal office at 40 McMaster Street, Ballston Spa, New York 12020 and **Cellco Partnership d/b/a Verizon Wireless** (the "Licensee") with an office for the place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920.

WHEREAS, the County and Licensee entered into a Tower License Agreement dated October 13, 2020, ("Original Agreement"); and

WHEREAS, Licensee Desires to upgrade its equipment at the Site; and

WHEREAS, the parties desire to amend and restate the terms of the Original Agreement;

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. ACCESS, USE OF SITE

3.1 Access to Site – The County hereby grants to the Licensee a non-exclusive license for pedestrian and vehicular ingress and egress from the Site over the designated access route to the Site and continuing to the nearest public right-of-way, Lake Avenue, depicted as Tax Parcel #292.-1-51 in the Town of Lake Luzerne in **Exhibit A** on a 24 hour, seven (7) days per week basis, subject to proper notifications as described in Section

2.4 for the sole purpose of maintaining, operating and repairing the Communications Facility, together with the license to maintain, operate and repair utility lines, wires, cable and other means of providing utility service to the Site. The License granted by the County to Licensee is over the access and tower maintenance easement conveyed by the Landowner to County. The County shall remove snow from the access road within 72 hours after a snowstorm. Licensee's access to the Site and radio tower may be limited to use of an all-terrain vehicle or by foot until the snow can be plowed from the access road.

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

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

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

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

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

4. TERM

4.1 **Term of Agreement** – The license term will be two (2) years ("Revised Initial Term"), commencing on the first day of the month after Licensee begins installation of the new equipment shown on Exhibit C, but not in any event later than **January 1, 2025** (the "Amendment Commencement Date").

4.2 **Term Renewal** – This Agreement will automatically renew for up to nine (9) additional two (2) year terms each an ("Extension Term"), unless Licensee notifies the County in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Revised Initial Term or Extension Term, as applicable.

5. CONSIDERATION

5.1 **Basic Payment** – Commencing on the Amendment Commencement Date, Licensee shall pay to County the sum of \$30,000 per year for its license and use of the Site, access road and easements to the Site. The Licensee's payment shall be remitted to The County of Saratoga, 40 McMaster Street, Ballston Spa, NY 12020.

The Licensee shall include the "Lake Luzerne Tower Payment" on each payment. Payments shall be made in equal monthly installments on or before the fifth (5th) day of the month. County acknowledges that Licensee's first three (3) increased monthly payments may not be actually sent until 90 days after the Amendment Commencement Date.

5.2 Prior Terminated Agreement- County and Licensee agree that this Agreement replaces the Tower License Agreement between County and Licensee dated October 13, 2020, referenced by Licensee as Contract Number 208986 ("Terminated Agreement"). County and Licensee acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, Licensee may continue to make, and County may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

5.3 Adjustments to Basic Payment – The basic payment shall be increased yearly on the anniversary of the Amendment Commencement Date by an amount equal to 2% of the immediately preceding year. The payment shall never decrease.

5.4 Landowner's Share of Basic Payments – Licensee acknowledges that pursuant to the Easement the County must pay to the Town of Lake Luzerne fifty percent (50%) of all payments made by Licensee to County for the right conveyed to County to co-locate the communications equipment of other entities on County's radio tower for non-governmental or commercial purposes.

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

6. INTERFERENCE

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

7. INSURANCE

7.1 **Insurance** – The Licensee shall carry public liability insurance covering its use of the Site including the County of Saratoga as an additional insured as its interest may appear under this Agreement. The Licensee shall provide the County with a Certificate of insurance in a form that is reasonably acceptable to the County. **Exhibit D** shall set forth coverage limits required by the County. All insurance policies and coverages shall be approved by the County Attorney.

8. MUTUAL INDEMNIFICATION

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

9. DEFAULTS, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

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

11. GOVERNING LAW

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

12. ASSIGNMENT, SUBLEASE, SHARING

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

13. NOTICES

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

To Licensee:

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

With a copy to:

Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

To County:

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

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

Saratoga County Office of Emergency Management
6012 County Farm Road
Ballston Spa, NY 12020
Phone: 518-885-2232
Fax: 518-885-2278

14. TERMINATION

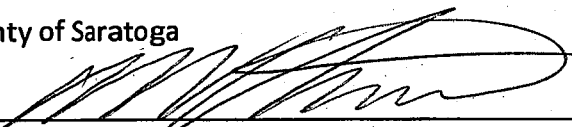
13.1 This Agreement may be terminated, without penalty or further liability, as follows:

1. By either party if the other party is in default as described in Section 9.1 or elsewhere in this Agreement after the applicable cure periods;
2. By Licensee upon written notice to the County if Licensee is unable to obtain, or maintain any required approvals or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction or operation of the Communications Facility;

- 3. By Licensee, upon written notice to the County for any reason or no reason, at any time prior to commencement of construction by Licensee; and
- 4. By Licensee upon 60 days' prior written notice to the County and for any reason or no reason, provided Licensee pays to the County a termination fee equal to ¼ of the annual basic payment under Section 5.1. Within 90 days of the expiration or earlier termination of the Agreement, Licensee will remove the Communications Facility from the site and to the extent practicable, will restore the site to it's the same condition it was at the commencement of this Agreement, reasonable wear and tear and loss by other causes beyond Licensee's control excepted.
- 5. By the County, upon 90 days' prior written notice to the Licensee, in the event: i) the County's APA permit (if applicable) for the tower is revoked, cancelled or terminated for any reason; or ii) of Licensee's breach of any provision set forth in this Agreement and Licensee's failure to cure such breach within and additional 60 days of being advised in writing by the County of the occurrence or existence of such breach pursuant to Section 9.

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

County of Saratoga

By: 

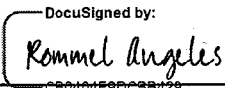
Date: 3-26-24

Print Name: Philip C. Barrett
Title: Chairman, Board of Supervisors
Pursuant to Resolution 183-2023

Licensee:

Cellco Partnership d/b/a Verizon Wireless

Date: Mar 1, 2024

By: 
C80404E9DC8B429...

Print Name:

Rommel Angeles

Title: Director - Network Engineering

APPROVED AS TO FORM AND CONTENT:

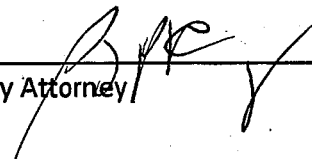
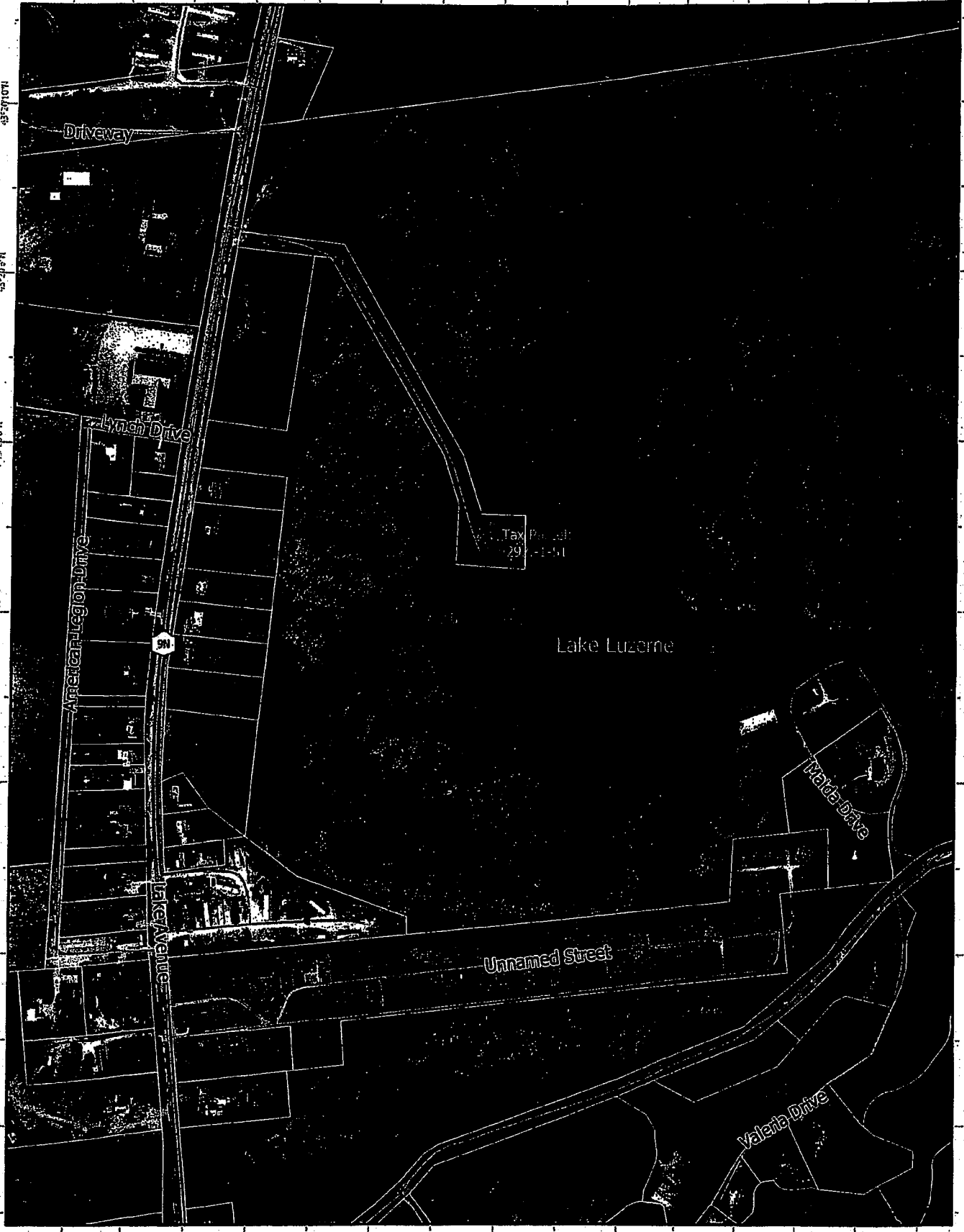

County Attorney

Exhibit A

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

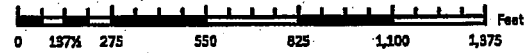
73°51'25"W 73°50'30"W 73°50'15"W 73°50'10"W 73°50'5"W 73°50'0"W 73°49'55"W



140125.50
140125.50
140125.50
140125.50
140125.50
140125.50
140125.50

140125.50
140125.50
140125.50
140125.50
140125.50
140125.50
140125.50

73°50'25"W 73°50'20"W 73°50'15"W 73°50'10"W 73°50'5"W 73°50'0"W 73°49'55"W

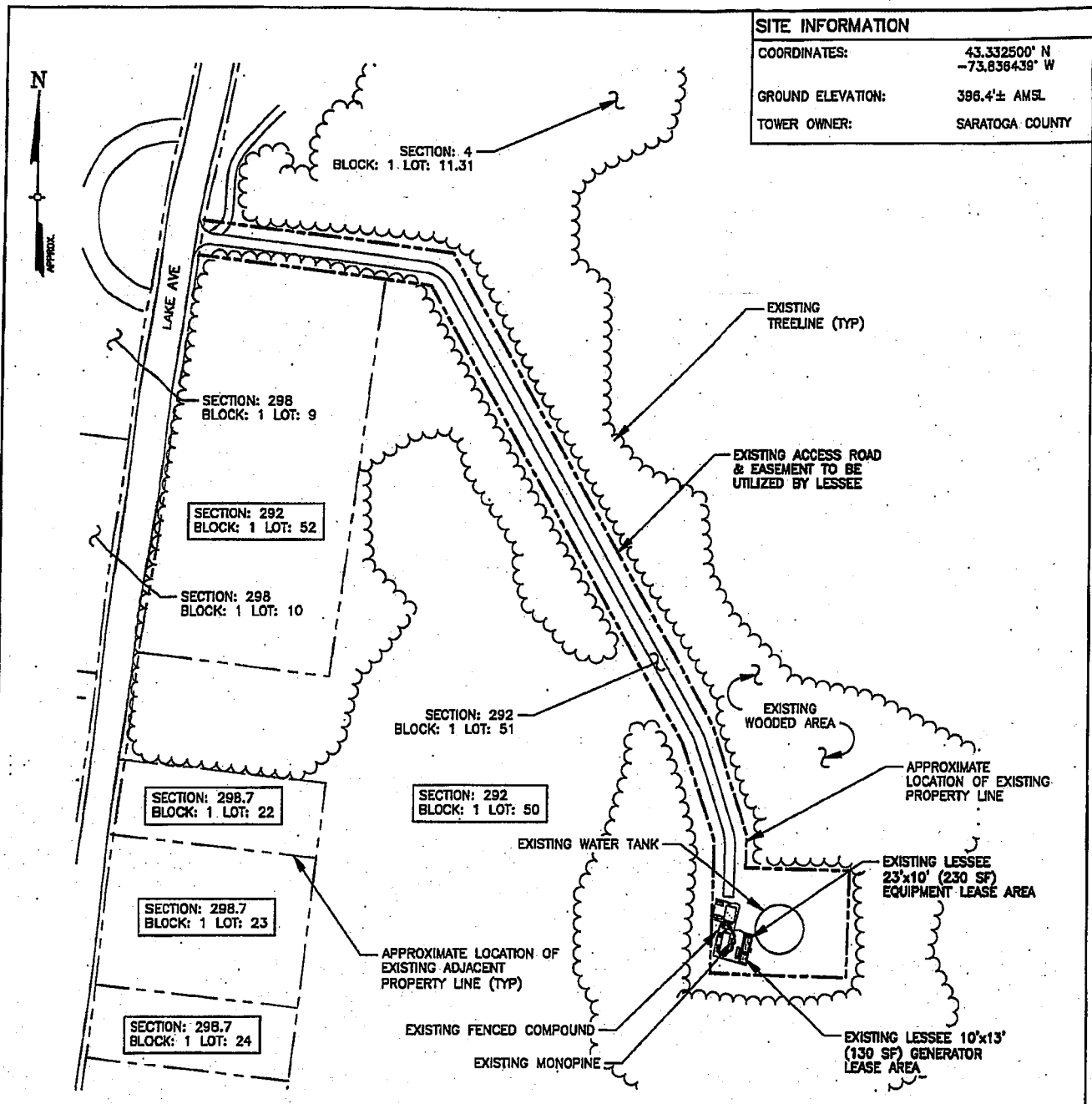


Lake Luzerne Tower
Lat: 43° 19.947' N
Long: 73°50.187' W



Exhibit B
(Property Plan, Detail Site Plan and Elevation)

SITE INFORMATION	
COORDINATES:	43.332500° N -73.838439° W
GROUND ELEVATION:	386.4'± AMSL
TOWER OWNER:	SARATOGA COUNTY



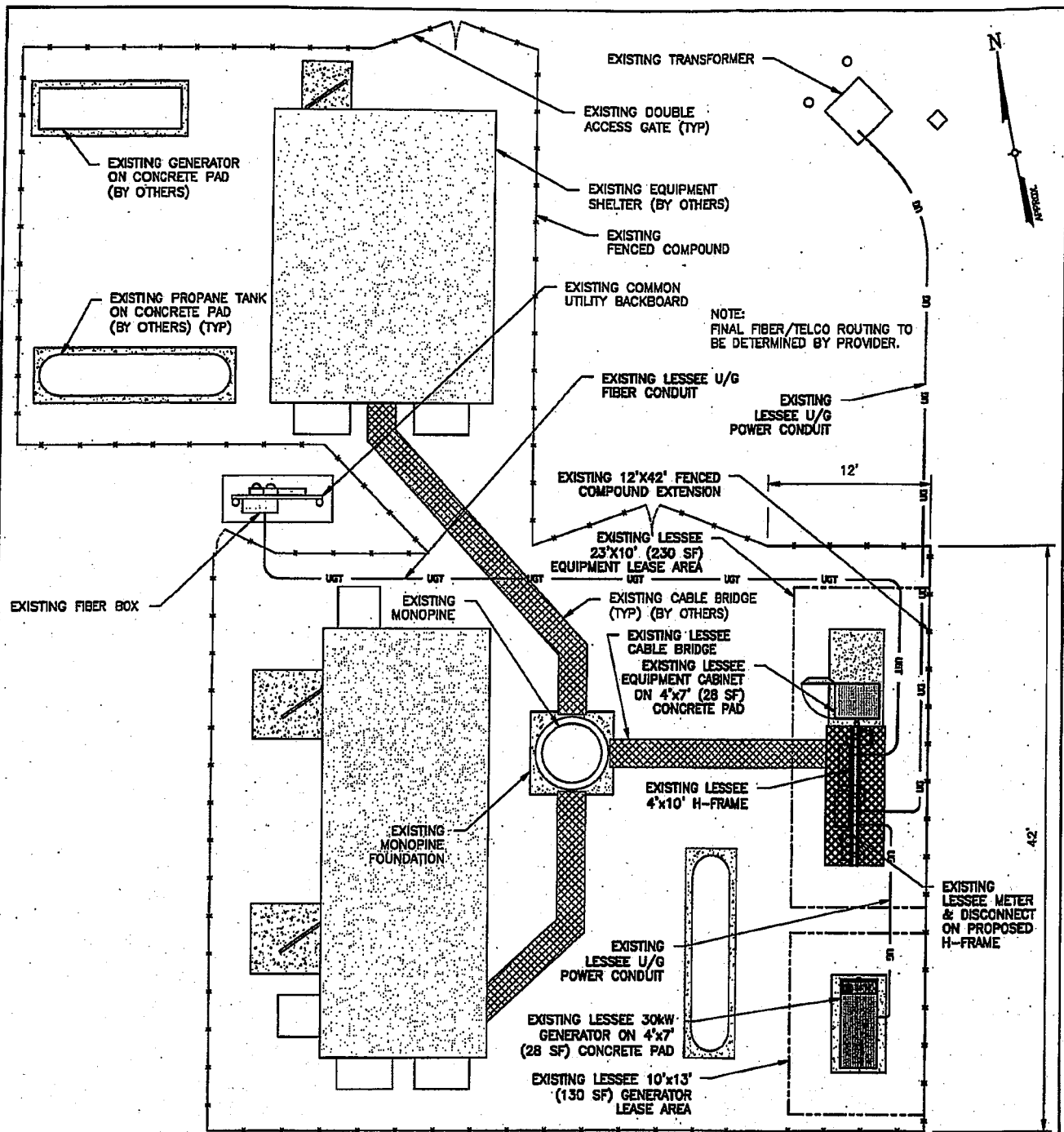
NOTE
 1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.

PROPERTY PLAN
 SCALE: 1" = 100'

0 1
 ORIGINAL SIZE IN INCHES

Tectonic
 PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
 Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
 703 Pleasant Hill Road Phone: (645) 834-5889
 P.O. Box 57 (800) 829-6531
 Mountainville, NY 10953 www.tectonicengineering.com
 Project Contact Info
 318 British American Blvd.
 Suite 101
 Latham, NY 12110 Phone: (510) 783-1630

LAKE LUZERNE - LEASE EXHIBIT
 WBS#:VZ-00177592.C.9111 - MDG#: 500127286
 466 LAKE AVE - TOWN OF LAKE LUZERNE - WARREN COUNTY, NY 10918
 CELLCO PARTNERSHIP,
 (LESSEE)
 1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586



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

0 1
ORIGINAL SIZE IN INCHES

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
70 Pleasant Hill Road Phone: (845) 834-8859
P.O. Box 37 (800) 829-6631
Mountaintop, NY 10953 www.tectoniceengineering.com
Project Contact info
36 British American Blvd.
Suite 101
Latham, NY 12110 Phone: (518) 783-1630

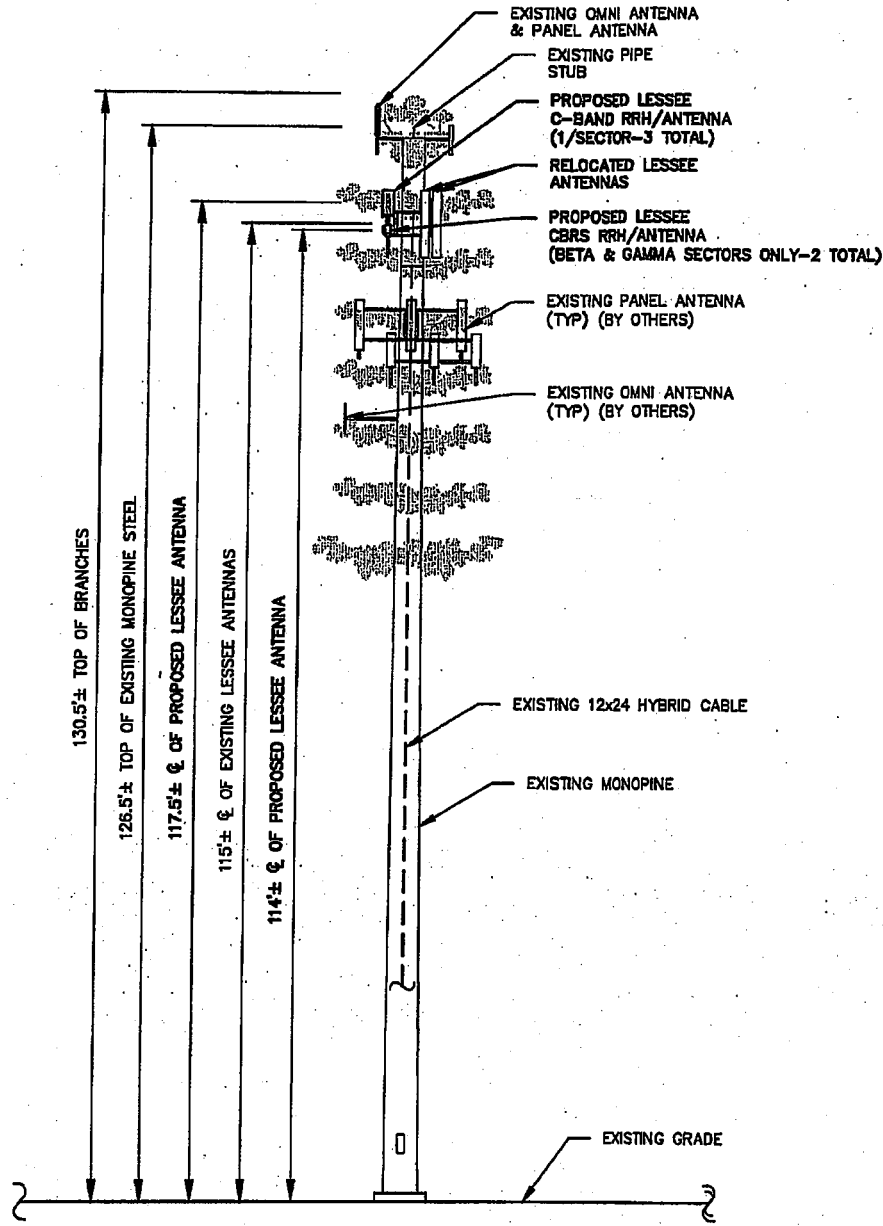
LAKE LUZERNE - LEASE EXHIBIT

WBS#:VZ-00177592.C.9111 - MDG#: 500127286

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

**CELLCO PARTNERSHIP,
(LESSEE)**

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



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

0 1
ORIGINAL SIZE IN INCHES

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
70 Pleasant Hill Road Phone: (845) 534-8859
P.O. Box 37 Phone: (800) 829-6531
Mountaintopia, NY 10953 www.tectoniceng/tearng.com
Project Contact Info
38 British American Blvd.
Suite 101
Latham, NY 12110 Phone: (518) 783-1630

LAKE LUZERNE - LEASE EXHIBIT
WBS#:VZ-00177592.C.9111 - MDG#: 500127286
466 LAKE AVE - TOWN OF LAKE LUZERNE - WARREN COUNTY, NY 10918
CELLCO PARTNERSHIP,
(LESSEE)
1275 JOHN STREET; SUITE 100, WEST HENRIETTA, NY 14586

Exhibit C
(Collocation Application)



SARATOGA COUNTY OFFICE OF EMERGENCY SERVICES

Collocation Application

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

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

Date: 12/5/2023 Tower Site: Lake Luzerne

ADMINISTRATIVE SECTION

Licensee Information:

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

Street Address: One Verizon Way, Mail Stop 4AW100

City: Basking Ridge State: NJ Zip: 07920

Contact Information (Project Manager):

Name: Sara Colman

Company Legal Name: Airosmith Development Inc

Street Address: 318 West Avenue

City: Saratoga Springs State: NY Zip: 12866

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

Email: scolman@airosmithdevelopment.com

Signature: *Sara Colman* Date: 12/5/2023

Billing Information:

Company Legal Name: N/A

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Federal Tax ID: _____

TECHNICAL SECTION**Antenna Information**

	Sector 1 (Transmit Antenna)	Sector 2 (Receive Antenna)	Sector 3
Antenna Height AGL	115	<u>115</u>	<u>115</u>
Antenna Quantity	2 / 1	2 / 1	<u>2 / 1</u>
Antenna Manufacturer	JMA / Samsung	<u>JMA / Samsung</u>	<u>JMA / Samsung</u>
Antenna Model (Attach Specs)	MX06FIT865-02 / MT6413-77A	MX06FIT865-02 / MT6413-77A	MX06FIT865-02 / MT6413-77A
Antenna Dimensions	95.9" x 12.2" x 10.7" / 28.9" x 15.75" x 5.51"	95.9" x 12.2" x 10.7" / 28.9" x 15.75" x 5.51"	95.9" x 12.2" x 10.7" / 28.9" x 15.75" x 5.51"
ERP (watts)			
Azimuth	85,195, 315	85,195, 315	85,195, 315
Antenna Mount Type	Commscope minimum spacing antenna Bracket	Commscope 2" minimum spacing antenna Bracket	Commscope minimum spacing antenna Bracket
Tower Mount Amplifiers (TMA)	Yes – 3 RRHs / 1 OVP BOX	Yes -3 RRHs	<u>Yes -3 RRHs</u>
TMA Manufacturer	Samsung	Samsung	Samsung
TMA Model	B2/B66A RRH-ORAN / B5/B13 RRH-BR04C / Raycap OVP Box RVZDC-6627-PF-48	B2/B66A RRH-ORAN / B5/B13 RRH-BR04C	B2/B66A RRH-ORAN / B5/B13 RRH-BR04C
TMA Dimensions	<u>15" x 15" x 10.31" / 15" x 15" x 8.1" / 28.9" x 10.3" x 15.7"</u>	<u>15" x 15" x 10.31" / 15" x 15" x 8.1"</u>	<u>15" x 15" x 10.31" / 15" x 15" x 8.1"</u>
Number of Transmission Lines	1 Hybrid Cable		
Diameter of Trans Lines	12x24		
Manufacturer of Trans Lines	N/A		
GPS Antenna	No		

Dimension of Building Pad	4' x 7' concrete pad for equipment cabinets. 4' x 7' concrete pad for generator.	Total Floor Space Needed	10' x 23' lease area 10' x 13' generator lease area	Total Sq. Ft. 230 + 130 = 360
Shelter Size	N/A	Outdoor Cabinets	Quantity	Size
Power and Generator				
Power Requirements (volts)	200 amps			
Back Up Power Required?	YES	Generator Manufacturer		
Generator Size		Kilowatt Output N/A	30kW	
Fuel Type	Diesel			

RF Information:

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

Microwave Technology (If Applicable)

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

Antenna Mount Type	
--------------------	--

Special Notes:

Verizon Wireless is proposing to add and swap out some existing equipment to the existing mount on the existing tower. Antenna mount centerline will stay the same, 115'.

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

Exhibit D

(County Insurance Requirements)

The Licensee shall at all times maintain commercial general liability insurance, with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000 general aggregate, issued by a company licensed to do business in the State of New York covering the Site and Communications Facility. The policy, as it's interests may appear under this Agreement, shall name the County of Saratoga, 40 McMaster Street, Ballston Spa, NY, 12020, as an additional insured, and Licensee shall provide the County with proof of such additional insured status in the form of an Additional Insured Endorsement Rider. All certificates of insurance provided must be approved by the Saratoga County Attorney.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Liberty Mutual Fire Ins Co</td> <td style="border: none; text-align: center;">23035</td> </tr> <tr> <td style="border: none;">INSURER B: LM Insurance Corporation</td> <td style="border: none; text-align: center;">33600</td> </tr> <tr> <td style="border: none;">INSURER C: Liberty Insurance Corporation</td> <td style="border: none; text-align: center;">42404</td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Ins Co	23035	INSURER B: LM Insurance Corporation	33600	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Mutual Fire Ins Co	23035														
INSURER B: LM Insurance Corporation	33600														
INSURER C: Liberty Insurance Corporation	42404														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Celco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570101632518 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2691550588143	06/30/2023	06/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY			AS2-691-550588-123	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AOS NH - Primary TL2-691-550588-183 NH - Excess	06/30/2023	06/30/2024	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA569D550588093 AOS WC5691550588083 WI, MN	06/30/2023	06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570101632518

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Location Code: 542315, Project No. 20191956331, Project Name: Lake Luzerne, Project Location: 466 Lake Avenue, Lake Luzerne, NY. County of Saratoga is included as an Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER County of Saratoga 40 McMaster Street Ballston Spa NY 12020 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive; font-size: 1.2em;"> Aon Risk Services Northeast Inc. </div>
--	---

AGENCY CUSTOMER ID: 570000027366

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cellco Partnership dba Verizon Wireless	
POLICY NUMBER See Certificate Number: 570101632518			
CARRIER See Certificate Number: 570101632518	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WA769D550588073 MA	06/30/2023	06/30/2024	

Policy Number TB2-691-550588-143

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



BOARD OF SUPERVISORS

7/18/2023

RESOLUTION 183 - 2023

Introduced by Public Safety: Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen and K. Veitch

**AUTHORIZING AN AMENDED TOWER LICENSE
AGREEMENT WITH CELLCO PARTNERSHIP, D/B/A VERIZON
WIRELESS, FOR THE PLACEMENT OF COMMUNICATIONS
EQUIPMENT ON THE COUNTY'S RADIO COMMUNICATIONS TOWER IN THE
TOWN OF LAKE LUZERNE**

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

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

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

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

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

WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Lake Luzerne for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; now, therefore, be it

of two (2) years each, at a rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase over the annual rental amount for the immediate preceding year; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications Tower in the Town of Lake Luzerne, for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; and, be it further

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

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

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

July 18, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen

Second: Supervisor Smith

AYES (178884.5): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), John Lant (17361)

NOES (0):

ABSENT (42,379): Joseph Grasso (4328), Jean Raymond (1333), Willard H. Peck (5242), Tara N. Gaston (14245.5), Edward D. Kinowski (9022), John Lawler (8208)

RECUSED (14245.5): Matthew E. Veitch (14245.5)

Certificate Of Completion

Envelope Id: F75283123C5347749B3AEA1EB3B985AF
Subject: Complete with DocuSign: Verizon-1991627LakeLuzerneRevised.pdf
Source Envelope:
Document Pages: 25
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
Tanya Turner-Belton
Tanya.Turner-Belton@VerizonWireless.com
IP Address: 137.188.108.55

Record Tracking

Status: Original
2/29/2024 8:22:23 AM

Holder: Tanya Turner-Belton
Tanya.Turner-Belton@VerizonWireless.com

Location: DocuSign

Signer Events

Rommel Angeles
rommel.angeles@verizonwireless.com
Director - Network Engineering
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Rommel Angeles
CB0404E9DCBB428...
Signature Adoption: Pre-selected Style
Using IP Address: 168.149.143.118

Timestamp

Sent: 2/29/2024 8:26:27 AM
Viewed: 3/1/2024 8:52:56 AM
Signed: 3/1/2024 8:53:04 AM

Electronic Record and Signature Disclosure:
Accepted: 3/1/2024 8:52:56 AM
ID: 33ecf2ef-6ada-401b-821d-90a6ea54054c

J Marcotte
jmarcotte@saratogacountyny.gov
Security Level: Email, Account Authentication (None)

Sent: 3/1/2024 8:53:06 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Allie Dwyer
adwyer@nixonpeabody.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/29/2024 8:26:25 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Colman
scolman@airosmithdevelopment.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/29/2024 8:26:26 AM
Viewed: 2/29/2024 8:47:47 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

Steve Ruzzo

steve.ruzzo@verizonwireless.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 2/29/2024 8:26:26 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/29/2024 8:26:26 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact VBG Network Real Estate:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: trisha.fatakia@verizonwireless.com

To advise VBG Network Real Estate of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at trisha.fatakia@verizonwireless.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from VBG Network Real Estate

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to trisha.fatakia@verizonwireless.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with VBG Network Real Estate

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to tricsha.fatakia@verizonwireless.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Cellico Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: LM Insurance Corporation		33600
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D:		
	INSURER E:		

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER:** 570101632518 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2691550588143	06/30/2023	06/30/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$3,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
A	AUTOMOBILE LIABILITY			AS2-691-550588-123	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			AOS	06/30/2023	06/30/2024	BODILY INJURY (Per person)	
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-691-550588-133 NH - Primary	06/30/2023	06/30/2024	BODILY INJURY (Per accident)	
				TL2-691-550588-183 NH - Excess	06/30/2023	06/30/2024	PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED							
	RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA569D550588093	06/30/2023	06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N	N/A	AOS WC5691550588083 WI, MN	06/30/2023	06/30/2024	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No: 570101632518

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Location Code: 542315, Project No. 20191956331, Project Name: Lake Luzerne, Project Location: 466 Lake Avenue, Lake Luzerne, NY. County of Saratoga is included as an Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

County of Saratoga 40 McMaster Street Ballston Spa NY 12020 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
---	---

©1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cellco Partnership dba Verizon wireless	
POLICY NUMBER See Certificate Number: 570101632518			
CARRIER See Certificate Number: 570101632518	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WA769D550588073 MA	06/30/2023	06/30/2024	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



BOARD OF SUPERVISORS

7/18/2023

RESOLUTION 183 - 2023

Introduced by Public Safety: Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen and K. Veitch

**AUTHORIZING AN AMENDED TOWER LICENSE
AGREEMENT WITH CELLCO PARTNERSHIP, D/B/A VERIZON
WIRELESS, FOR THE PLACEMENT OF COMMUNICATIONS
EQUIPMENT ON THE COUNTY'S RADIO COMMUNICATIONS TOWER IN THE
TOWN OF LAKE LUZERNE**

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

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

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

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

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

WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Lake Luzerne for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; now, therefore, be it

of two (2) years each, at a rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase over the annual rental amount for the immediate preceding year; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications Tower in the Town of Lake Luzerne, for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; and, be it further

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

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

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

July 18, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen

Second: Supervisor Smith

AYES (178884.5): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), John Lant (17361)

NOES (0):

ABSENT (42,379): Joseph Grasso (4328), Jean Raymond (1333), Willard H. Peck (5242), Tara N. Gaston (14245.5), Edward D. Kinowski (9022), John Lawler (8208)

RECUSED (14245.5): Matthew E. Veitch (14245.5)



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Office of Emergency Management

DATE: 5.15.2024

COMMITTEE: Public Safety



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

County Attorney's Office
Consulted Yes

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

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

3. Specific Details on what the resolution will authorize:

This amended license agreement with Verizon Wireless is to upgrade its equipment on the County's Communications Tower in the Town of Day commencing on the first day of the month after Licensee begins installation of the new equipment but not in any event later than January 1, 2025, with an initial term of 2 years and will automatically renew for nine (9) additional terms of two (2) years each. Initial rent cost to Verizon Wireless will be \$30,000.00 and will be subject to a two percent (2%) yearly increase on the anniversary of the initial term.

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 A.36-3325
- b. Budget year impacted 2024 - 2044
- 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

No

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

No

8. Is a grant being accepted: YES or NO

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 County of Saratoga Tower License Agreement

10. Remarks:



BOARD OF SUPERVISORS

7/18/2023

RESOLUTION 184 - 2023

Introduced by Public Safety: Supervisors Lant, Butler, ~~Grasso, Hammond,~~

~~Raymond, Tollisen and K. Veitch~~

Ostrander, Wright and Young

Fish, Murray

→ upgrade

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

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

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

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

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

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

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

Upgrade

WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Day for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; now, therefore, be it

The first day of the month after installation of new equipment, but not in any event later than January 1, 2025.

RESOLVED, that the Chair of the Board is hereby authorized to execute an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications Tower in the Town of Day, for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; and, be it further

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

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

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

July 18, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen

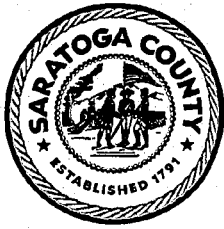
Second: Supervisor Smith

AYES (178884.5): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), John Lant (17361)

NOES (0):

ABSENT (42,379): Joseph Grasso (4328), Jean Raymond (1333), Willard H. Peck (5242), Tara N. Gaston (14245.5), Edward D. Kinowski (9022), John Lawler (8208)

RECUSED (14245.5): Matthew E. Veitch (14245.5)



OFFICE OF THE COUNTY ATTORNEY

GEORGE P. CONWAY, ESQ., COUNTY ATTORNEY

518.884.4770

SARATOGACOUNTYNY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

First Assistant Attorney
Ann Flower E. Stitt, Esq.
Assistant Attorneys
Petra Holden, Esq.
Laura M. Kruegler, Esq.

SERVICE BY EMAIL NOT ACCEPTED

MEMORANDUM

DATE: April 11, 2024

TO: Andre Delvaux
Office of Emergency Management

FROM: George Conway
Saratoga County Attorney's Office

SUBJECT: Vendor Name : **Cellco dba Verizon Wireless**
Vendor Address : One Verizon Way Mail Stop 4AW100 Basking Ridge
NJ 07920
Vendor I.D. # : N/A
Contract Amount : See Agreement Per Res: 184-2023
Contract Period : 2 years then additional 9 two year terms
Contract I.D.# : N/A
Purpose of Agreement : Tower License Agreement Deming Hill/Day

Attached, please find one fully executed copy of the above referenced contract, which had been executed by the Chairman of the Board of Supervisors on April 10, 2024.

Please send this contract to the above-named vendor.

cc: Clerk, Board of Supervisors, w/enclosure
County Auditor, without enclosure
County Administrator without enclosure

MDG ID: 5000249071
Deming Hill

**County of Saratoga
Amended and Restated Tower License Agreement**

This amended and restated tower license agreement (the "Agreement") is entered into this 10th day of April, 2024, (Effective pursuant to Section 4.1 of this Agreement) between the **County of Saratoga** (the "County"), a municipal corporation duly organized and existing under the laws of the State of New York, with a principal office at 40 McMaster Street, Ballston Spa, New York 12020 and **Cellco Partnership d/b/a Verizon Wireless** (the "Licensee") with an office for the place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920.

WHEREAS, the County and Licensee entered into a Tower License Agreement on June 9, 2020, ("Original Agreement"); and

WHEREAS, Licensee Desires to upgrade its equipment at the Site; and

WHEREAS, the parties desire to amend and restate the terms of the Original Agreement;

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

1. DEFINITIONS

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

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

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

2.1 **License to Install, Operate and Maintain Equipment** – The County hereby updates a license to the Licensee to install, operate and maintain the equipment at the Site within the license space, as such equipment and licensed space is described in and subject to the approved "Collocation Application" attached hereto as **Exhibit C** and as shown in the Detail Site Plan attached hereto as **Exhibit B**. Such license is subject to the site

rules as promulgated by the County and communicated to Licensee and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations as identified in **Exhibit B and Exhibit C.**

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

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

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

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

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

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

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

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

3. ACCESS, USE OF SITE

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

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

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

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

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

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

4. TERM

4.1 Term of Agreement – The license term will be two (2) years (“Revised Initial Term”), commencing on the first day of the month after Licensee begins installation of the new equipment shown on Exhibit C, but not in any event later than **January 1, 2025** (the “Amendment Commencement Date”).

4.2 Term Renewal – This Agreement will automatically renew for up to nine (9) additional two (2) year terms each an (“Extension Term”), unless Licensee notifies the County in writing of Licensee’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Revised Initial Term or Extension Term, as applicable.

5. CONSIDERATION

5.1 Basic Payment – Commencing on the Amendment Commencement Date, Licensee shall pay to County the sum of \$30,000 per year for its license and use of the Site, access road and easements to the Site. The Licensee’s payment shall be remitted to The County of Saratoga, 40 McMaster Street, Ballston Spa, NY 12020. The Licensee shall include the “LAKEVIEW Tower Payment” on each payment. Payments shall be made in equal monthly installments on or before the fifth (5th) day of the month. County acknowledges that Licensee’s first three (3) increased monthly payments may not be actually sent until 90 days after the Amendment Commencement Date.

5.2 Prior Terminated Agreement- County and Licensee agree that this Agreement replaces the Tower License Agreement between County and Licensee dated June 9, 2020, referenced by Licensee as Contract Number 202319 (“Terminated Agreement”). County and Licensee acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, Licensee may continue to make, and County may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

5.3 Adjustments to Basic Payment – The basic payment shall be increased yearly on the anniversary of the Amendment Commencement Date by an amount equal to 2% of the immediately preceding year. The payment shall never decrease.

5.4 Landowner’s Share of Basic Payments – Licensee acknowledges that pursuant to the Easement the County must pay to Garrett Metzler and Kirstie Metzler fifty percent (50%) of all payments made by Licensee to County for the right conveyed to County to co-locate the communications equipment of other entities on County’s radio tower for non-governmental or commercial purposes.

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

6. INTERFERENCE

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

7. INSURANCE

7.1 Insurance – The Licensee shall carry public liability insurance covering its use of the Site including the County of Saratoga as an additional insured as its interest may appear under this Agreement. The Licensee shall provide the County with a Certificate of insurance in a form that is reasonably acceptable to the County. **Exhibit D** shall set forth coverage limits required by the County. All insurance policies and coverages shall be approved by the County Attorney.

8. MUTUAL INDEMNIFICATION

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

9. DEFAULTS, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

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

10. GOVERNING LAW

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

11. ASSIGNMENT, SUBLEASE, SHARING

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

12. NOTICES

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

To Licensee:

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

With a copy to:

**Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920**

To County:

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

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

Saratoga County Office of Emergency Management
6012 County Farm Road
Ballston Spa, NY 12020
Phone: 518-885-2232
Fax: 518-885-2278

13. TERMINATION

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

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

-SIGNATURE PAGE TO FOLLOW-

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

County of Saratoga

By: 

Date: 4-10-24

Print Name: Philip C. Barrett
Title: Chairman, Board of Supervisors
Pursuant to Resolution 184-2023

Licensee:

Cellco Partnership d/b/a Verizon Wireless

Date: Mar 29, 2024

By: DocuSigned by:
Rommel Angeles
CB0404E9DCBB429...

Print Name: Rommel Angeles

Title: Director - Network Engineering

APPROVED AS TO FORM AND CONTENT:

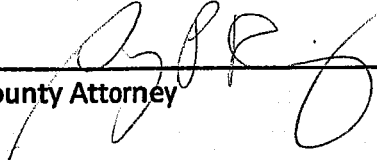
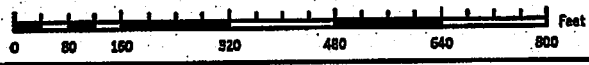

County Attorney

Exhibit A

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



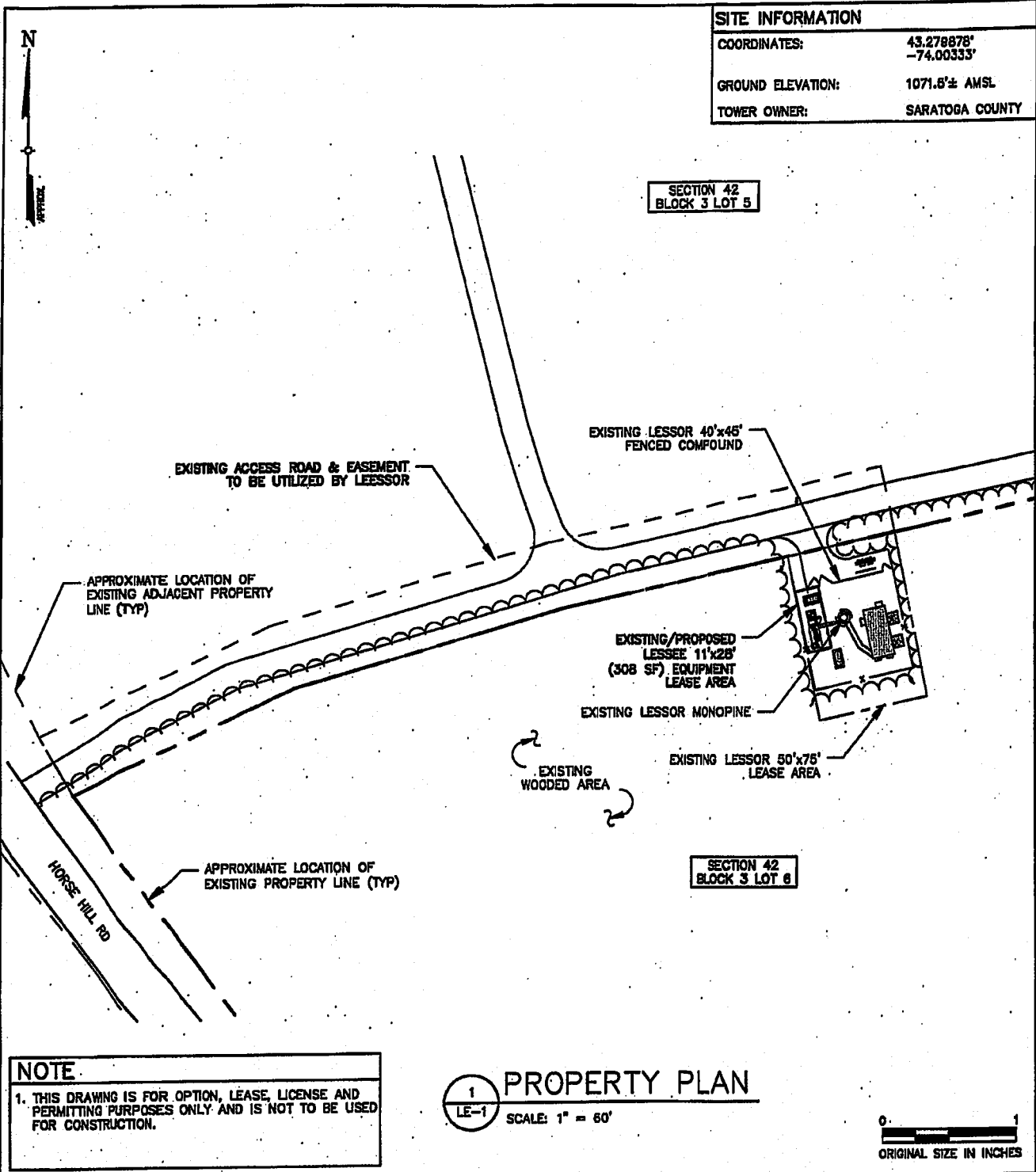
▲ Radio Tower

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



Exhibit B

(Property Plan, Detail Site Plan and Elevation)



SITE INFORMATION	
COORDINATES:	43.278878' -74.00333'
GROUND ELEVATION:	1071.6'± AMSL
TOWER OWNER:	SARATOGA COUNTY

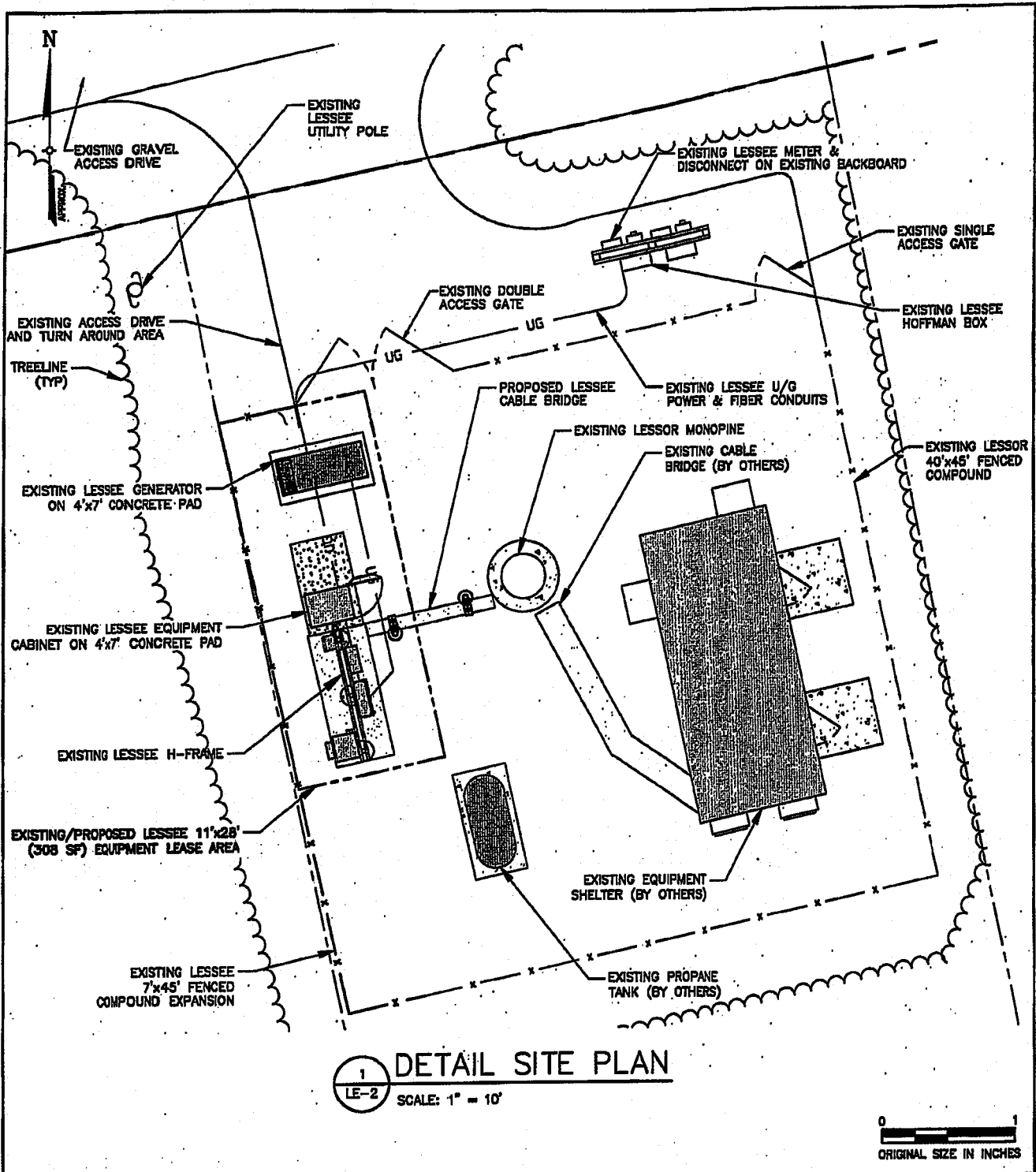
NOTE
 1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.

1 PROPERTY PLAN
 LE-1 SCALE: 1" = 60'

0 1
 ORIGINAL SIZE IN INCHES

Tectonic
 PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
 Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
 Project Contact Info
 36 British American Blvd. Phone: (518) 783-1830
 Suite 101 (800) 829-8531
 Latham, NY 12110 www.tectonicengineering.com

DEMING HILL - LEASE EXHIBIT
WBS#: VZ--00122661.C.9111 - MDG#: 50000249071
183 HORSE HILL RD - TOWN OF DAY - SARATOGA COUNTY, NY 12835
CELLCO PARTNERSHIP, (LESSEE) 1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

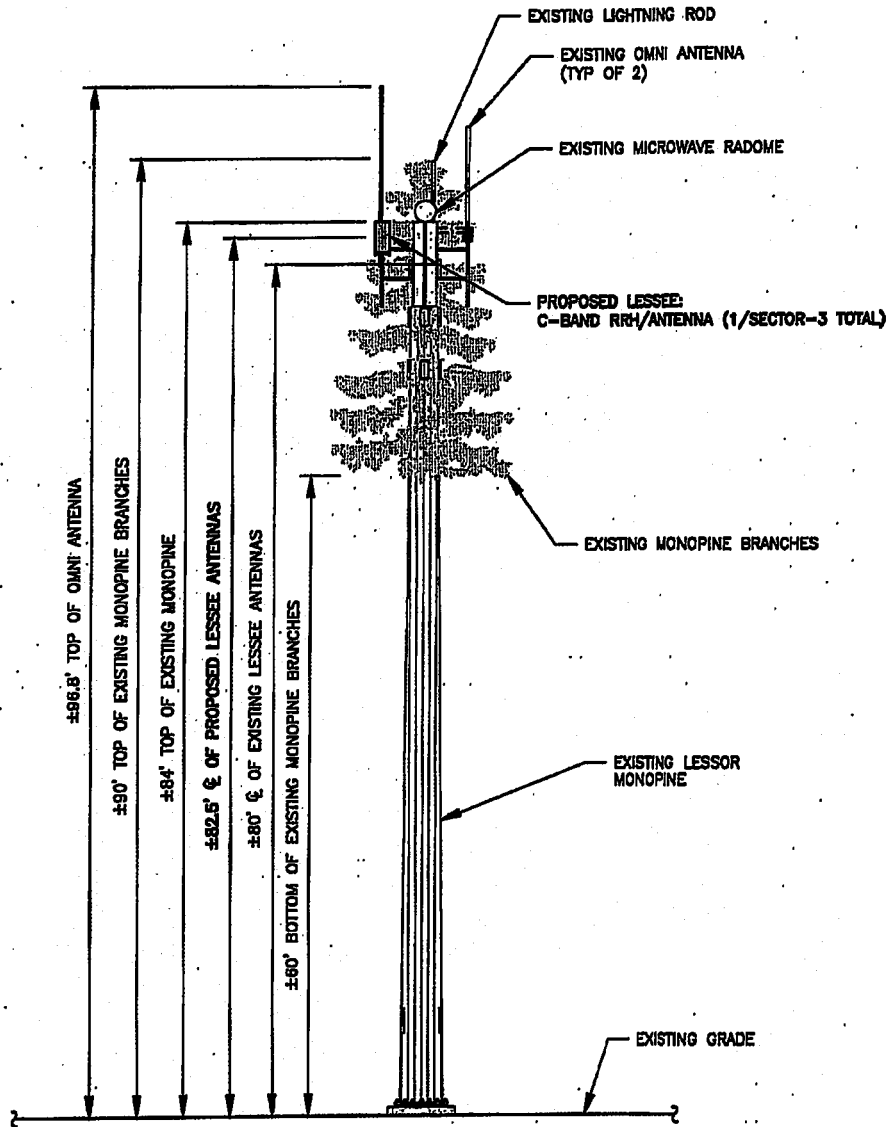


1
LE-2
DETAIL SITE PLAN
SCALE: 1" = 10'

0 1
ORIGINAL SIZE IN INCHES

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
38 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 828-8831
Latham, NY 12110 www.tectonicengineering.com

DEMING HILL - LEASE EXHIBIT
WBS#: VZ-00122661.C.9111 - MDG#: 50000249071
183 HORSE HILL RD - TOWN OF DAY - SARATOGA COUNTY, NY 12835
CELLCO PARTNERSHIP,
(LESSEE)
1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586



1 ELEVATION
LE-3 SCALE: 1" = 16'

0 1
ORIGINAL SIZE IN INCHES

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
36 British American Blvd. Phone: (515) 783-1830
Suite 101 (800) 828-8931
Latham, NY 12110 www.tectoniceengineering.com

DEMING HILL - LEASE EXHIBIT

WBS#: VZ-00122861,C.9111 - MDG#: 50000249071

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

CELLCO PARTNERSHIP,
(LESSEE)

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

Exhibit C
(Collocation Application)



SARATOGA COUNTY OFFICE OF EMERGENCY SERVICES

Collocation Application

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

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

Date: 12/6/2023

Tower Site: Lakeview / Town of Day

ADMINISTRATIVE SECTION

Licensee Information:

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

Street Address: One Verizon Way, Mail Stop 4AW100

City: Basking Ridge State: NJ Zip: 07920

Contact Information (Project Manager):

Name: Sara Colman

Company Legal Name: Airosmith Development Inc

Street Address: 318 West Avenue

City: Saratoga Springs State: NY Zip: 12866

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

Email: scolman@airosmithdevelopment.com

Signature: *Sara Colman* Date: 12/6/2023

Billing Information:

Company Legal Name: N/A

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Federal Tax ID: _____

TECHNICAL SECTION**Antenna Information**

	Sector 1 (Transmit Antenna)	Sector 2 (Receive Antenna)	Sector 3
Antenna Height AGL	80' / 82.5'	80' / 82.5'	80' / 82.5'
Antenna Quantity	2 / 1	2 / 1	2 / 1
Antenna Manufacturer	JMA / Samsung	JMA / Samsung	JMA / Samsung
Antenna Model (Attach Specs)	MX06FIT845-02 / MT6413-77A	MX06FIT865-02 / MT6413-77A	MX06FIT865-02 / MT6413-77A
Antenna Dimensions	95.9" x 12.2" x 10.7" / 28.9" x 15.75" x 5.51"	95.9" x 12.2" x 10.7" / 28.9" x 15.75" x 5.51"	95.9" x 12.2" x 10.7" / 28.9" x 15.75" x 5.51"
ERP (watts)			
Azimuth	80, 200, 310	80, 200, 310	80, 200, 310
Antenna Mount Type	Commscope 2" Spacing antenna Brackets	Commscope 2" Spacing antenna Brackets	Commscope 2" Spacing antenna Brackets
Tower Mount Amplifiers (TMA)	1 RRH / 1 RRH / 1 OVP BOX	1 RRH / 1 RRH	1 RRH / 1 RRH
TMA Manufacturer	Samsung	Samsung	Samsung
TMA Model	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C / Raycap OVP Box RVZDC-6627-PF-48</u>	<u>B2/B66A RRH-BR049 / - B5/B13 RRH-BR04C</u>	<u>B2/B66A RRH-BR049 / B5/B13 RRH-BR04C</u>
TMA Dimensions	<u>26" x 12.9" x 8.1" / 15" x 15" x 8.1" / 28.9" x 10.3" x 15.7"</u>	<u>26" x 12.9" x 8.1" / 15" x 15" x 8.1"</u>	<u>26" x 12.9" x 8.1" / 15" x 15" x 8.1"</u>
Number of Transmission Lines	2 Hybrid Cables		
Diameter of Trans Lines	12x24		
Manufacturer of Trans Lines	N/A		
GPS Antenna	No		

Dimension of Building Pad	4' x 7' concrete pad for equipment cabinets. 4' x 7' concrete pad for generator.	Total Floor Space Needed	11' x 28' lease area	Total Sq. Ft. 308
Shelter Size	N/A	Outdoor Cabinets	Quantity	Size

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

RF Information:

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

Microwave Technology (If Applicable)

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

Special Notes: Verizon Wireless is proposing to add some existing equipment to the existing mount on the existing tower.

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

Exhibit D

(County Insurance Requirements)

The Licensee shall at all times maintain commercial general liability insurance, with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000 general aggregate, issued by a company licensed to do business in the State of New York covering the Site and Communications Facility. The policy, as its interests may appear under this Agreement, shall name the County of Saratoga, 40 McMaster Street, Ballston Spa, NY, 12020, as an additional insured, and Licensee shall provide the County with proof of such additional insured status in the form of an Additional Insured Endorsement Rider. All certificates of insurance provided must be approved by the Saratoga County Attorney.



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

CELLCO PARTNERSHIP DBA VERIZON WIRELESS
1208 ORANGE STREET
WILMINGTON, DE 19801

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

Cellco Partnership
180 Washington Valley Road
Bedminster, NJ 07921

1b. Business Telephone Number of Insured

717-991-6286

1c. Federal Employer Identification Number of Insured or Social Security Number

223372889

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

County of Saratoga
40 McMaster Street
Ballston Spa, NY 12020
Deming Hill 546028
197 Horse Hill Road
Hadley, NY 12835

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNY728193005

3c. Policy effective period

01-01-2023 to 12-31-2023

4. Policy provides the following benefits:

- A. Both disability and Paid Family Leave benefits.
 B. Disability benefits only.
 C. Paid Family Leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 10-10-2023

By

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Ins Co	NAIC # 23035
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER:** 570102165350 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2691550588143	06/30/2023	06/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y/N	N/A	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No.: 570102165350

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project No. 20191964882, Project Name: Deming Hill, Location No. 546028, Project Location: 197 Horse Hill Road, Hadley, NY 12835. County of Saratoga is included as an Additional Insured with respect to the General Liability policy. The General Liability policy shall apply as Primary Insurance to each Additional Insured listed herein.

CERTIFICATE HOLDER County of Saratoga 40 McKaster Street Ballston Spa NY 12020 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Policy Number TB2-691-550588-143

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule; but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Workers' Compensation Board

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Cellco Partnership d/b/a Verizon Wireless 1095 Avenue of the Americas New York NY 10036</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy) Deming Hill (546028) 197 Horse Hill Road Hadley NY 12835</p>	<p>1b. Business Telephone Number of Insured 908-559-6175</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 26-70019</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 22-3372889</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Saratoga 40 McMaster Street Ballston Spa NY 12020</p>	<p>3a. Name of Insurance Carrier LM Insurance Corporation</p> <p>3b. Policy Number of Entity Listed in Box "1a" WA5-69D-550588-093</p> <p>3c. Policy effective period 6/30/2023 to 6/30/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy**). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Abby Nolan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Abby Nolan* 6/19/2023
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

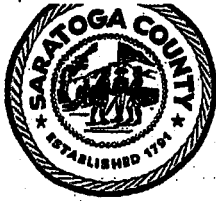
www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE



BOARD OF SUPERVISORS

7/18/2023

RESOLUTION 184 - 2023

Introduced by Public Safety: Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen and K. Veitch

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

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

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

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

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

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

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

2

WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Day for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications Tower in the Town of Day, for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; and, be it further

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

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

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

July 18, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen

Second: Supervisor Smith

AYES (178884.5): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), John Lant (17361)

NOES (0):

ABSENT (42,379): Joseph Grasso (4328), Jean Raymond (1333), Willard H. Peck (5242), Tara N. Gaston (14245.5), Edward D. Kinowski (9022), John Lawler (8208)

RECUSED (14245.5): Matthew E. Veitch (14245.5)



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Office of Emergency Management

DATE: 5.15.2024

COMMITTEE: Public Safety



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

County Attorney's Office
Consulted Yes

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

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

3. Specific Details on what the resolution will authorize:

This amended license agreement with Verizon Wireless is to upgrade its equipment on the County's Communications Tower in the Town of Providence commencing on the first day of the month after Licensee begins installation of the new equipment but not in any event later than January 1, 2025, with an initial term of 2 years and will automatically renew for nine (9) additional terms of two (2) years each. Initial rent cost to Verizon Wireless will be \$30,000.00 and will be subject to a two percent (2%) yearly increase on the anniversary of the initial term

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 A.36-3325
- b. Budget year impacted 2024 - 2044
- 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

No

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

No

8. Is a grant being accepted: YES or NO

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 County of Saratoga Tower License Agreement

10. Remarks:



BOARD OF SUPERVISORS

7/18/2023

RESOLUTION 185 - 2023

Introduced by Public Safety: Supervisors Lant, Butler, ~~Grasso, Hammond,~~
~~Raymond, Tollisen and K. Veitch~~ *Fish, Murray*
Ostrander, Wright and Young → upgrade

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

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

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

WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Providence for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an amended Tower License Agreement with Cellco Partnership, d/b/a Verizon Wireless, of Bedminster, New Jersey, granting a license to Cellco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications Tower in the Town of Providence, for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; and, be it further

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

upgrade
The first day of the month after license begins installation of new equipment shown of Exhibit C, but not in any event later January 2025

Upgrade.

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

July 18, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen

Second: Supervisor Smith

AYES (178884.5): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), John Lant (17361)

NOES (0):

ABSENT (42,379): Joseph Grasso (4328), Jean Raymond (1333), Willard H. Peck (5242), Tara N. Gaston (14245.5), Edward D. Kinowski (9022), John Lawler (8208)

RECUSED (14245.5): Matthew E. Veitch (14245.5)



**OFFICE OF THE
COUNTY ATTORNEY**

GEORGE P. CONWAY, ESQ., COUNTY ATTORNEY

518.884.4770

SARATOGACOUNTY.NY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

First Assistant Attorney
Ann Flower E. Stitt, Esq.
Assistant Attorneys
Petra Holden, Esq.
Laura M. Kruegler, Esq.

SERVICE BY EMAIL NOT ACCEPTED

MEMORANDUM

DATE: April 29, 2024

TO: Andre Delvaux
Office of Emergency Management

FROM: George Conway
Saratoga County Attorney's Office

SUBJECT: Vendor Name : **Cellco dba Verizon Wireless**
Vendor Address : One Verizon Way MS 4AW100, Basking Ridge, NJ 07920
Vendor I.D. # : NA
Contract Amount : See Agreement Per Res: 185-2023
Contract Period : NA
Purpose of Agreement : Cell Tower Agreement

Attached, please find one fully executed copy of the above referenced contract, which had been executed by the Chairman of the Board of Supervisors on April 22, 2024.

Please send this contract to the above-named vendor.

cc: Clerk, Board of Supervisors, w/enclosure
County Auditor, without enclosure
County Administrator without enclosure

MDG ID: 500007494
Providence

**County of Saratoga
Amended and Restated Tower License Agreement**

This amended and restated tower license agreement (the "Agreement") is entered into this 22nd day of April, 2024, (Effective pursuant to Section 4.1 of this Agreement) between the **County of Saratoga** (the "County"), a municipal corporation duly organized and existing under the laws of the State of New York, with a principal office at 40 McMaster Street, Ballston Spa, New York 12020 and **Cellco Partnership d/b/a Verizon Wireless** (the "Licensee") with an office for the place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920.

WHEREAS, the County and Licensee entered into a Tower License Agreement dated February 5, 2020 ("Original Agreement"); and

WHEREAS, Licensee Desires to upgrade its equipment at the Site; and

WHEREAS, the parties desire to amend and restate the terms of the Original Agreement;

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

1. Structural Analysis
2. Building Permit
3. Intermodulation Studies

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

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

3. ACCESS, USE OF SITE

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

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

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

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

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

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

4. TERM

4.1 Term of Agreement – The license term will be two (2) years (“Revised Initial Term”), commencing on the first day of the month after Licensee begins installation of the new equipment shown on Exhibit C, but not in any event later than **January 1, 2025** (the “Amendment Commencement Date”).

4.2 Term Renewal – This Agreement will automatically renew for up to nine (9) additional two (2) year terms each an (“Extension Term”), unless Licensee notifies the County in writing of Licensee’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Revised Initial Term or Extension Term, as applicable.

5. CONSIDERATION

5.1 Basic Payment – Commencing on the Amendment Commencement Date, Licensee shall pay to County the sum of \$30,000 per year for its license and use of the Site, access road and easements to the Site. The Licensee’s payment shall be remitted to The County of Saratoga, 40 McMaster Street, Ballston Spa, NY 12020. The Licensee shall include the “LAKEVIEW Tower Payment” on each payment. Payments shall be made in equal monthly installments on or before the fifth (5th) day of the month. County acknowledges that Licensee’s first three (3) increased monthly payments may not be actually sent until 90 days after the Amendment Commencement Date.

5.2 Prior Terminated Agreement- County and Licensee agree that this Agreement replaces the Tower License Agreement between County and Licensee dated February 5, 2020, referenced by Licensee as Contract Number 194038 (“Terminated Agreement”). County and Licensee acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, Licensee may continue to make, and County may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

5.3 Adjustments to Basic Payment – The basic payment shall be increased yearly on the anniversary of the Amendment Commencement Date by an amount equal to 2% of the immediately preceding year. The payment shall never decrease.

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

6. INTERFERENCE

6.1 Interference by Licensee – The Licensee agrees it shall not operate its Communication Facility at the Site in such a fashion as to cause RF interference with the County’s Public Safety Radio Equipment. If Licensee’s Communications Facility is causing interference, and continues for a period in excess of 48 hours following notice to the Licensee, which notice shall be made via telephone to Licensee’s Network Operations Center at either (800) 224-6620 or (800) 621-2622, Licensee shall take all appropriate steps to confirm if Licensee’s equipment is causing the interference, and if the equipment is confirmed to be causing interference, reduce power or cease operations of the interfering equipment until the interference is cured. The County may grant, after the Effective Date, a lease, license, or any other right to any third party for use of the property identified in Section 1.1, provided such use does not interfere with the Communication Facility, the operations of Licensee

or the rights of Licensee under this Agreement. The County will not, nor will the County permit its employees, tenants, licensees, invitees, agents, or contractors to interfere with Licensee's Communication Facility, Licensee's authorized operations or any rights of Licensee under this Agreement. County will take reasonable precautions to prevent interference with Licensee's operations. The County anticipates entering into additional licensing agreements for this tower site with third party carriers and agrees that it will insert language into such additional licensing agreements, which will prohibit such third-party carriers from interfering with Licensee's Communications Facility or its rights under this Agreement.

7. INSURANCE

7.1 Insurance – The Licensee shall carry public liability insurance covering its use of the Site including the County of Saratoga as an additional insured as its interest may appear under this Agreement. The Licensee shall provide the County with a Certificate of insurance in a form that is reasonably acceptable to the County. **Exhibit D** shall set forth coverage limits required by the County. All insurance policies and coverages shall be approved by the County Attorney.

8. MUTUAL INDEMNIFICATION

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

9. DEFAULTS, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

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

10. GOVERNING LAW

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

11. ASSIGNMENT, SUBLEASE, SHARING

11.1 The Agreement may not be sold, assigned, or transferred in whole or in part by the Licensee without prior written permission from the County. However, Licensee will have the right to assign, sell or transfer

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

12. NOTICES

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

To Licensee:

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

With a copy to:

**Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920**

To County:

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

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

**Saratoga County Office of Emergency Management
6012 County Farm Road
Ballston Spa, NY 12020
Phone: 518-885-2232
Fax: 518-885-2278**

13. TERMINATION

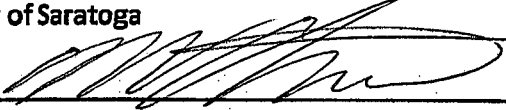
13.1 This Agreement may be terminated, without penalty or further liability, as follows:

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

-SIGNATURE PAGE TO FOLLOW-

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

County of Saratoga

By: 

Date: 4/22/24

Print Name: Philip C. Barrett
Title: Chairman, Board of Supervisors
Pursuant to Resolution 185-2023

Licensee:

Cellco Partnership d/b/a Verizon Wireless

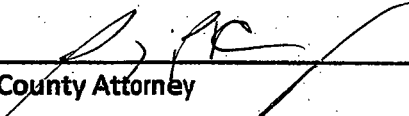
Date: Mar 29, 2024

By: DocuSigned by:
Rommel Angeles
CB0404E9DCBB429...

Print Name: Rommel Angeles

Title: Director - Network Engineering

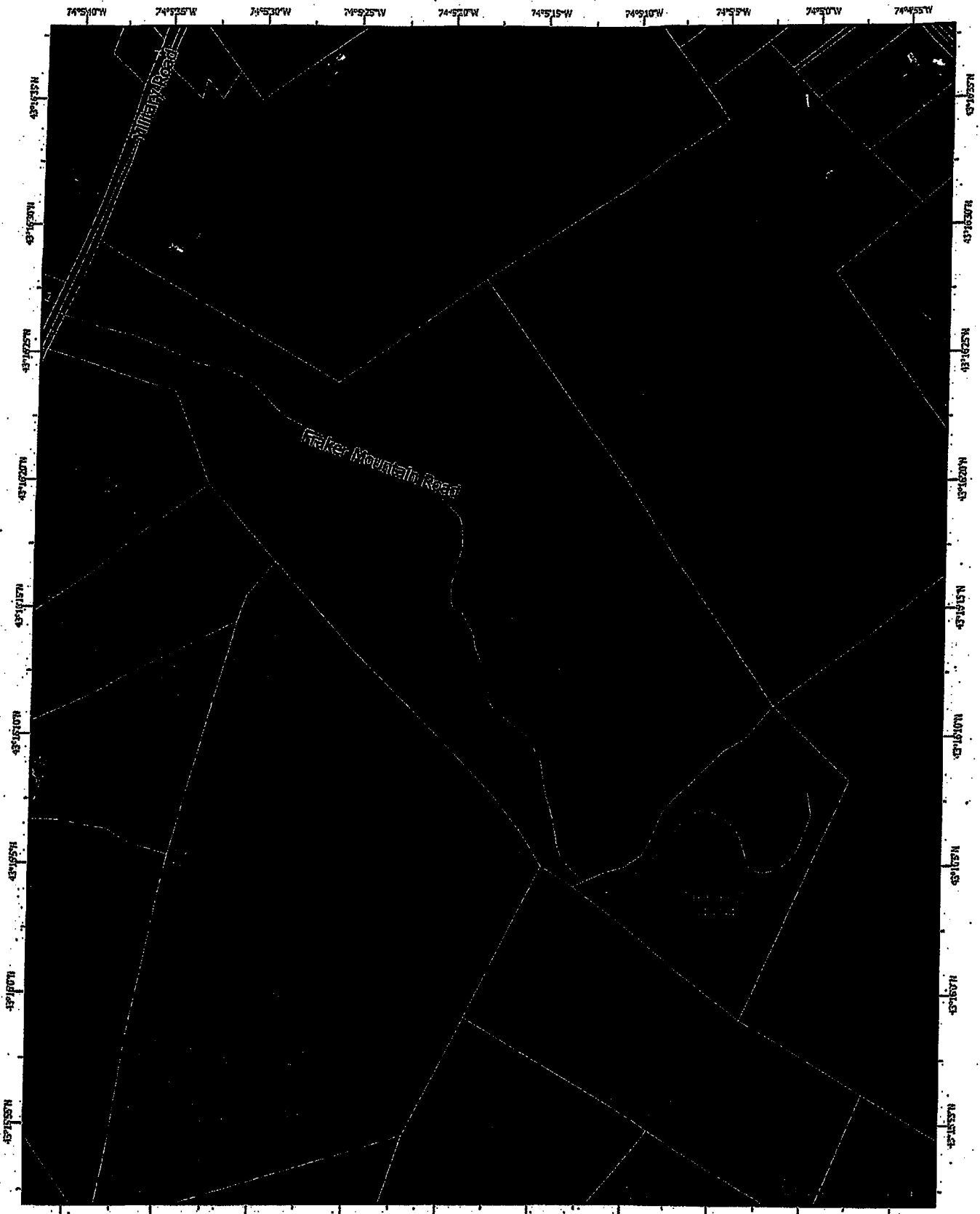
APPROVED AS TO FORM AND CONTENT:


County Attorney

County Attorney

Exhibit A

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

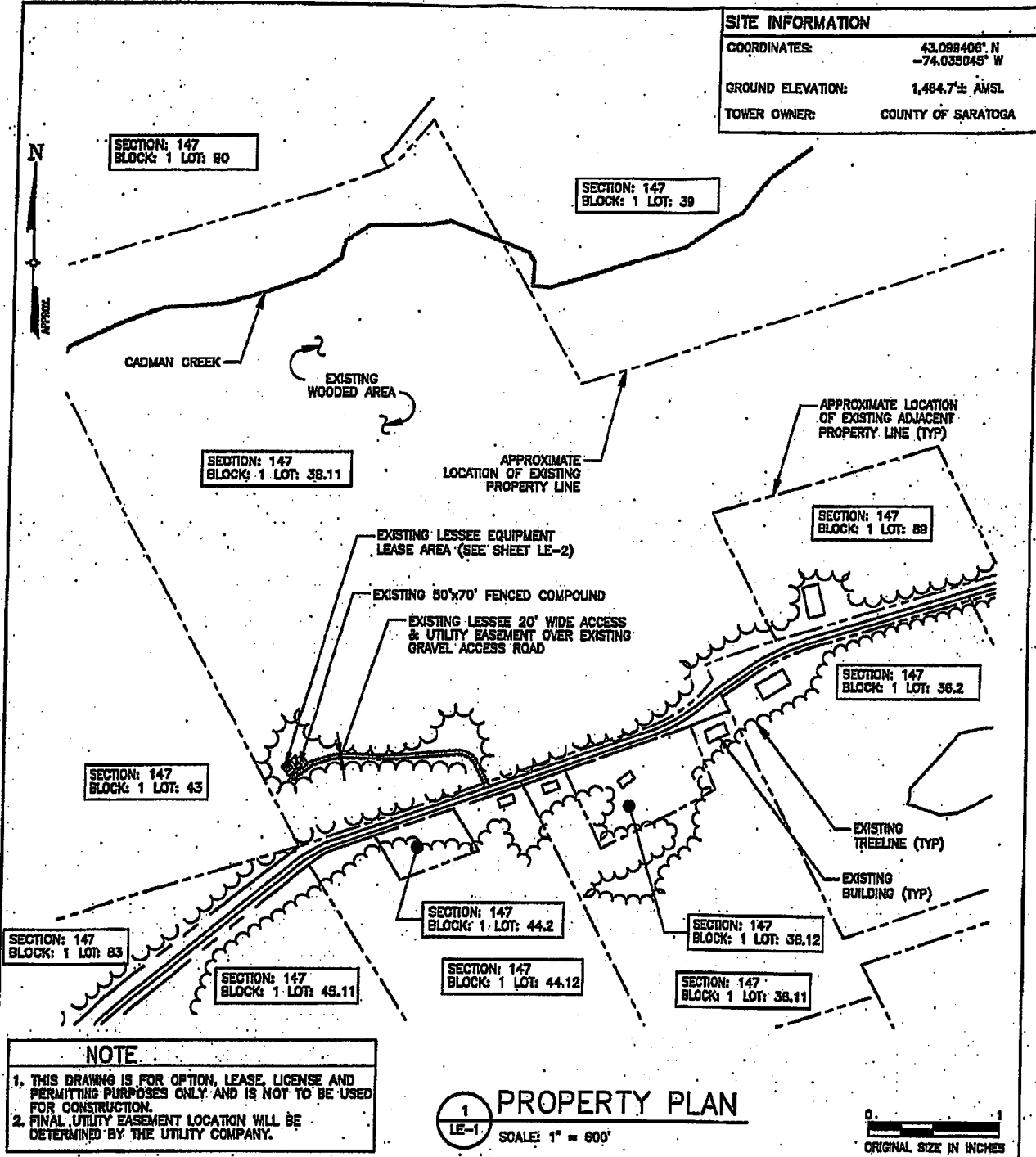


			<p>Fraker Mtn. Tower Lat: 43° 16.145' N Long: 74° 5.002' W</p>	
--	--	--	---	--

Exhibit B
(Property Plan, Detail Site Plan and Elevation)

SITE INFORMATION

COORDINATES: 43.088406° N
-74.038045° W
GROUND ELEVATION: 1,484.7± AMSL
TOWER OWNER: COUNTY OF SARATOGA



NOTE

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

1 PROPERTY PLAN
LE-1 SCALE: 1" = 600'

0 1
ORIGINAL SIZE IN INCHES

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
36 British American Blvd. Phone: (518) 783-1830
Suite 101 (800) 828-6531
Latham, NY 12110 www.tectoniceengineering.com

PROVIDENCE - LEASE EXHIBIT

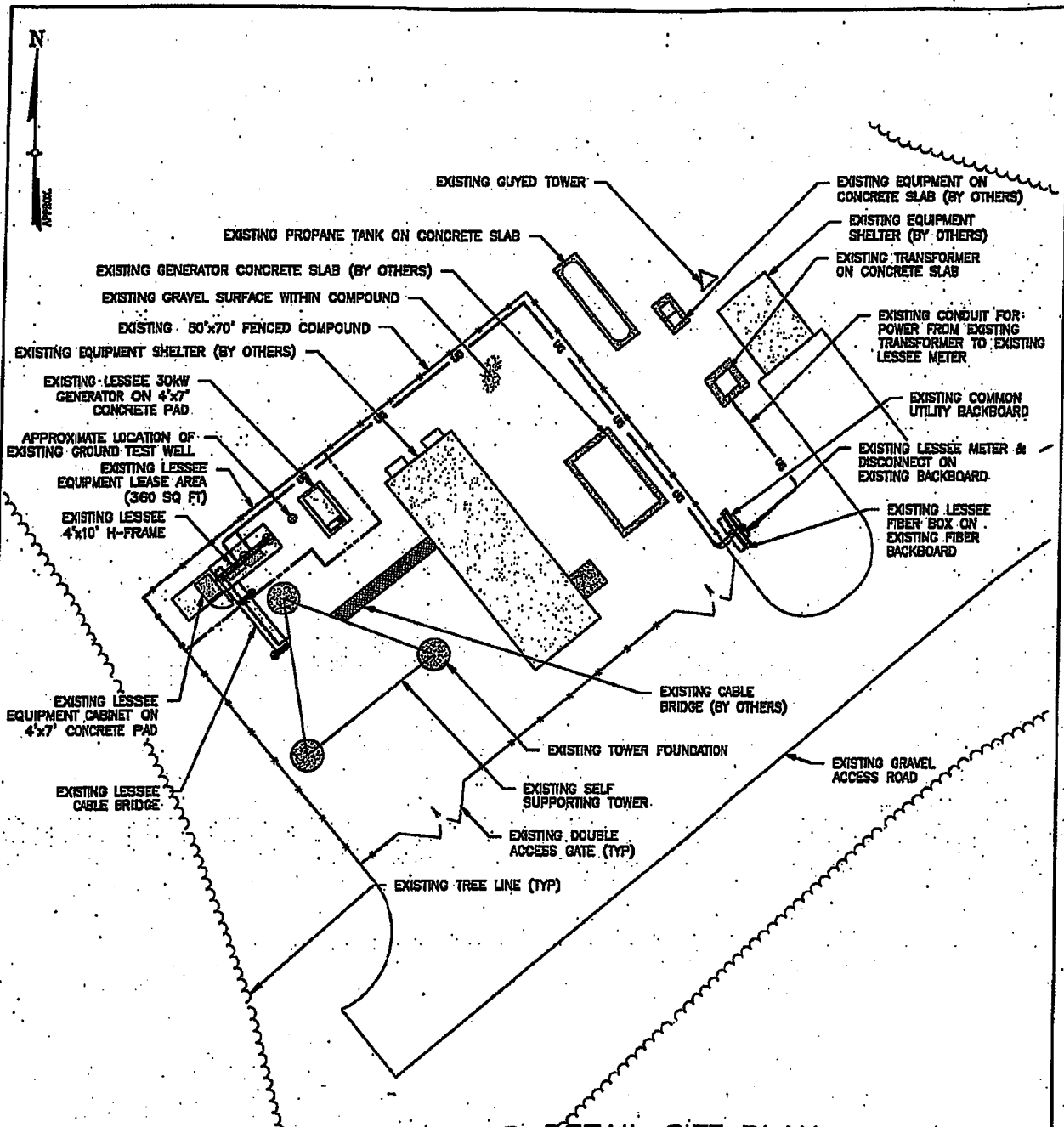
WBS#: VZ-00307072.C.9111 - MDG#: 500007494

7286 BARKERVILLE RD - TOWN OF BARKERSVILLE - SARATOGA COUNTY, NY 10918

CELLCO PARTNERSHIP,
(LESSEE)

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

TEC WO:11862.043 | DRAFTED BY: TEH | DATE: 8/30/23 | SCALE: AS NOTED | SHEET: LE-1 | REV: 0



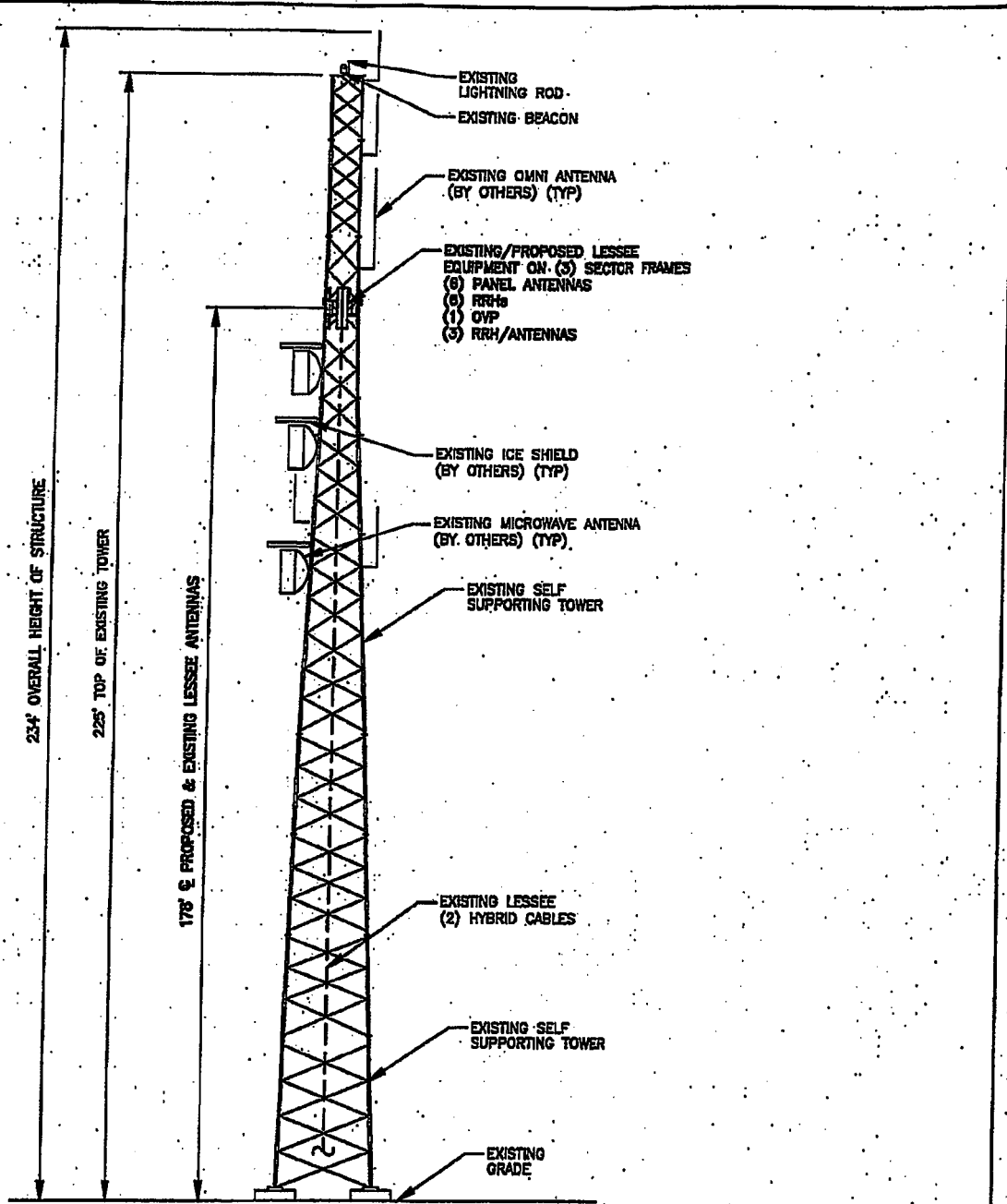
1
LE-2
DETAIL SITE PLAN
SCALE: 1" = 10'

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

0 1
ORIGINAL SIZE IN INCHES

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
38 British American Blvd. Phone: (518) 783-1850
Suite 101 (800) 825-8531
Latham, NY 12110 www.tectonicengineering.com

PROVIDENCE - LEASE EXHIBIT	
WBS#: VZ-00307072.C.9111 - MDG#: 500007494	
72B6 BARKERVILLE RD - TOWN OF BARKERSVILLE - SARATOGA COUNTY, NY 10918	
CELLCO PARTNERSHIP, (LESSEE) 1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586	



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

0 1
ORIGINAL SIZE IN INCHES

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.O.
Project Contact Info
38 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 828-8831
Latham, NY 12110 www.tectoniceengineering.com

PROVIDENCE - LEASE EXHIBIT

WBS#: VZ-00307072.C.9111 - MDG#: 500007494

7286 BARKERVILLE RD - TOWN OF BARKERSVILLE - SARATOGA COUNTY, NY 10918

CELLCO PARTNERSHIP,
(LESSEE)

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

TEC WO:11882.043 | DRAFTED BY: TEH | DATE: 8/30/23 | SCALE: AS NOTED | SHEET: LE-3 | REV: 0

Exhibit C
(Collocation Application)



SARATOGA COUNTY OFFICE OF EMERGENCY SERVICES

Collocation Application

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

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

Date: 12/15/2023 Tower Site: Providence

ADMINISTRATIVE SECTION

Licensee Information:

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

Street Address: One Verizon Way, Mail Stop 4AW100

City: Basking Ridge State: NJ Zip: 07920

Contact Information (Project Manager):

Name: Sara Colman

Company Legal Name: Alrosmith Development Inc

Street Address: 318 West Avenue

City: Saratoga Springs State: NY Zip: 12866

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

Email: scolman@alrosmithdevelopment.com

Signature: *Sara Colman* Date: 12/15/2023

Billing Information:

Company Legal Name: N/A

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Federal Tax ID: _____

TECHNICAL SECTION

Antenna Information

	Sector 1 (Transmit Antenna)	Sector 2 (Receive Antenna)	Sector 3
Antenna Height AGL	178	178	178
Antenna Quantity	2 / 1	2 / 1	2 / 1
Antenna Manufacturer	JMA / Samsung	JMA / Samsung	JMA / Samsung
Antenna Model (Attach Specs)	MX06FHG865-HG/ MT6413-77A	MX06FHG865-HG/ MT6413-77A	MX06FHG865-HG/ MT6413-77A
Antenna Dimensions	96" x 12.2" x 7.5" / 29.53" x 15.75" x 5.51"	96" x 12.2" x 7.5" / 29.53" x 15.75" x 5.51"	96" x 12.2" x 7.5" / 29.53" x 15.75" x 5.51"
ERP (watts)			
Azimuth	0, 120, 240	0, 120, 240	0, 120, 240
Antenna Mount Type	3 - Commscope 2" Spacing antenna Bracket	3 - Commscope 2" Spacing antenna Bracket	3 - Commscope 2" Spacing antenna Bracket
Tower Mount Amplifiers (TMA)	2 RRH / 1 OVP BOX	2 RRH	2 RRH
TMA Manufacturer	Samsung	Samsung	Samsung
TMA Model	B2/B66A RRH-BR049 / B5/B13 RRH-BR04C / Raycap OVP Box RVZDC-6627-PF-48	B2/B66A RRH-BR049 / B5/B13 RRH-BR04C	B2/B66A RRH-BR049 / B5/B13 RRH-BR04C
TMA Dimensions	26" x 12.9" x 8.1" / 15" x 15" x 8.1" / 28.9" x 10.3" x 15.7"	26" x 12.9" x 8.1" / 15" x 15" x 8.1"	26" x 12.9" x 8.1" / 15" x 15" x 8.1"
Number of Transmission Lines	1 Hybrid Cable		
Diameter of Trans Lines	12x24		
Manufacturer of Trans Lines	Commscope		
GPS Antenna	No		

Dimension of Building Pad	4' x 7' concrete pad for equipment cabinets. 4' x 7' concrete pad for generator.	Total Floor Space Needed	16' x 22'	Total Sq. Ft. 360
Shelter Size	N/A	Outdoor Cabinets	Quantity	Size
Power and Generator				

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

RF Information:

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

Microwave Technology (if Applicable)

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

Special Notes: Verizon Wireless is proposing to add some existing equipment to the existing mount on the existing tower. Antenna mount centerline will stay the same, 178'.

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

Exhibit D

(County Insurance Requirements)

The Licensee shall at all times maintain commercial general liability insurance, with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000 general aggregate, issued by a company licensed to do business in the State of New York covering the Site and Communications Facility. The policy, as it's interests may appear under this Agreement, shall name the County of Saratoga, 40 McMaster Street, Ballston Spa, NY, 12020, as an additional insured, and Licensee shall provide the County with proof of such additional insured status in the form of an Additional Insured Endorsement Rider. All certificates of insurance provided must be approved by the Saratoga County Attorney.



BOARD OF SUPERVISORS

7/18/2023

RESOLUTION 185 - 2023

Introduced by Public Safety: Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen and K. Veitch

AUTHORIZING AN AMENDED TOWER LICENSE AGREEMENT WITH CELCO PARTNERSHIP, D/B/A VERIZON WIRELESS, FOR THE PLACEMENT OF COMMUNICATIONS EQUIPMENT ON THE COUNTY'S RADIO COMMUNICATIONS TOWER IN THE TOWN OF PROVIDENCE

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

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

WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into an amended Tower License Agreement with Celco Partnership, d/b/a Verizon Wireless for the placement of its communications equipment on the County's Communications Tower in the Town of Providence for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute an amended Tower License Agreement with Celco Partnership, d/b/a Verizon Wireless, of Bedminster, New Jersey, granting a license to Celco Partnership, d/b/a Verizon Wireless, authorizing the placement, operation and maintenance of communications equipment on the County's Communications Tower in the Town of Providence, for an initial term of two (2) years commencing on August 1, 2023, and will automatically renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon Wireless of \$30,000 per year during the initial two (2) year term, subject to a two percent (2%) yearly increase for each renewal term of two (2) years over the preceding two (2) year term; and, be it further

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

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

July 18, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen

Second: Supervisor Smith

AYES (178884.5): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), John Lant (17361)

NOES (0):

ABSENT (42,379): Joseph Grasso (4328), Jean Raymond (1333), Willard H. Peck (5242), Tara N. Gaston (14245.5), Edward D. Kinowski (9022), John Lawler (8208)

RECUSED (14245.5): Matthew E. Veitch (14245.5)



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Office of Emergency Management

DATE: 5/7/2024

COMMITTEE: Public Safety



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

County Attorney's Office
Consulted

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Saratoga County Fire Training Center Engineering/
Architectural

3. Specific Details on what the resolution will authorize:

Resolution for Engineering services related to the preparation of foundation design plans, NYS Building Permit, and Bid Documents for the proposed new burn building to be located at the site of the existing burn building in Saratoga County. The resolution needs to be changed due to an error in the company address.

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 H2024.36.363-7093

b. Budget year impacted 2024

c. Details

Part of the Capital Project for the new burn building at the County Fire Training Center. This is for Engineering/ Architectural Services for the project.

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 Professional Service

Purchasing Office Consulted

Yes

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):

CPL Architects, Engineers, Planning 255 Woodcliff Drive, Suit 200 Fairport, NY 14450
Attn: Matthew T. Smullen, P.E.

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

f. State of vendor/contractor organization: New York

g. Commencement date of contract term: ASAP

h. Termination of contract date: Upon project completion and acceptance

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

8. Is a grant being accepted: YES or NO

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

9. Supporting Documentation:

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

10. Remarks:

Corrected resolution for \$30,500.00 Engineering Contract for for new burn building at the County Fire Training Center.



BOARD OF SUPERVISORS

04/16/2024

RESOLUTION 107 - 2024

Introduced by Public Safety: Supervisors Lant, Butler, Fish, Murray, Ostrander, Wright and Young

AUTHORIZING AN AGREEMENT WITH CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECTS AND SURVEYORS, D.P.C. FOR THE PROVISION OF ENGINEERING AND ARCHITECTURAL SERVICES RELATED TO THE COUNTY'S FIRE TRAINING CENTER PROJECT

WHEREAS, the availability of a top quality training facility is necessary to assist our volunteer and paid firefighters in obtaining the knowledge and skill in fire fighting techniques to enable them to carry out their crucial role in protecting our communities and residents from fire losses; and

Fairport

WHEREAS, a proposal has been received from CPL Architecture, Engineering and Planning ("CPL") of ~~Lebanon~~ *Fairport*, New York for professional engineering services related to the preparation of a basis of design building specification, foundation design plans, NYS Building Permit, and Bid Documents for the proposed new burn building to be located at the site of the existing burn building in Saratoga County at a cost of \$28,000 with a recommended additional allowance of \$2,500 for geotechnical investigations which CPL will coordinate with a qualified subcontractor; and

WHEREAS, the Saratoga County Fire Coordinator, the Public Safety Committee and the Law and Finance Committee have recommended that the proposal of "CPL" be accepted; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute a contract with "CPL" for its engineering services related to the proposed new burn building to be located at the site of the existing burn building in Saratoga County at a cost not to exceed \$30,500.00; it is further

RESOLVED, that the form and content of the contract is subject to the County Attorney.

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

April 16, 2024 Regular Meeting

Motion to Adopt: Supervisor Grasso

Second: Supervisor K. Veitch

AYES (225668): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Angela Thompson (19014.5), C. Eric Butler (6500), Jean Raymond (1333), James D. Arnold

(3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Cynthia Young (17130), Thomas Richardson (5163), Scott Ostrander (18800), Jesse Fish (16202), Willard H. Peck (5242), Sandra Winney (2075), Ian Murray (5808), Michele Madigan (14245.5), Matthew E. Veitch (14245.5), David Ball (8208), John Lant (17361)

NOES (0):

ABSENT (9841): Diana Edwards (819), Edward D. Kinowski (9022)



March 5, 2024

Ed Tremblay
Deputy Director / Fire Coordinator
Saratoga Sheriff's Office of Emergency Management
6012 County Farm Road
Ballston Spa, NY 12020

RE: Saratoga County Emergency Services – New Burn Building Foundation and Site Plan

Dear Mr. Tremblay:

In accordance with our discussions, we are pleased to submit a proposal for engineering services related to the preparation of a basis of design building specification, foundation design plans, NYS Building Permit, and Bid Documents for the proposed new burn building to be located at the site of the existing burn building in Saratoga County.

The following presents our recommended Scope of Work based on our understanding of the project needs.

Scope of Work

Task 1 – Structural System and Foundations

CPL will review the conceptual/preliminary drawings of the proposed structure that has been prepared by others, and we will develop a basis of design specification that will be utilized for the procurement of the new burn building. Design, fabrication, and installation of the proposed building will be by others.

CPL will prepare foundation design, plans and specifications as required for the construction of the proposed new burn building in accordance with the following parameters.

Design Criteria

Design for the new structure will be in accordance with the requirements of the 2020 Building Code of new York State. For purposes of wind, snow and seismic loading the structure is designated Occupancy Category II.

The following loading and design criteria will be utilized in the design of the structure:

Uniform Live Loading:

Assembly Areas	60 PSF / 100 PSF with movable seats
Offices	50 PSF
Storage	125PSF



Materials

The structural system will be constructed using the following materials:

Concrete and Reinforcing

Foundations & Footings	3,500 PSI, at 28 days
Slabs on Grade	4,000 PSI, at 28 days
Reinforcing Bars	ASTM A615, Grade 60
Anchor Bolts	ASTM A307, Galvanized

Foundation

A geotechnical report has not been performed to establish the allowable soil bearing pressure, and other geotechnical information as called for in Section 1802 of the Building Code. The foundation will be comprised of reinforced concrete piers and spread footings.

- Requirements and direction per Chapter 18 of the Building Code shall be adhered to,
- The investigation and classification of the soil shall be made by a registered design professional,
- Soil classification (including seismic site coefficients and parameters),
- Site classification
- Design load-bearing capacity,
- Elevation of the water table,
- Recommendations for foundation type and design criteria,
- Expected total and differential settlement,
- Pile and pier information (if necessary),

Slabs On Grade

The structural floor construction will typically be a 5" thick normal weight concrete slab on grade, reinforced with welded wire fabric. The slab will have a minimum of 6" of compacted crushed stone. The slab will have saw-cut control joints spaced approximately 15 feet in each direction, and on each column line. Full depth isolation joints will be constructed around columns.

Pre-Engineered Framing

The superstructures will be comprised of a pre-engineered building designed by others. This structure will be comprised of steel freight containers, with supporting steel framing system. The columns should be laid out approximately 8' on center. The new buildings will resist lateral loads by use of shear walls.

Task 2 – NYS Building Permit

CPL will work with the County on the content of the Construction Documents, including CPL's foundation design plans and the supplier's building drawings. CPL will prepare a Building Permit Application, and will address comments as necessary to obtain the building permit. Application fees will be the responsibility of the County.



Task 3 – Bidding & Award

CPL will work with the County to develop the plans and specifications that will be utilized for two separate contracts:

- Contract 1 will be for the design, fabrication and installation of the above-ground burn building structure.
- Contract 2 will be for the foundation work.

Both specification packages will be utilized by suppliers/contractors in submitting bids for the proposed work. The document packages will include Design Drawings and Details, Technical Specifications, and Front End Documentation including contractual requirements, general conditions, supplementary conditions, and bidding requirements.

CPL will attend the opening of bids, prepare the Bid Tabulations, and compare the Construction Estimate with all provided Contractor Bids. CPL will review the bids for errors and completeness. CPL will attend post-bid meetings scheduled by the County with the apparent low bidders, and assist in the follow up with references given by Contractors for work quality, timely project completion, and budget management.

CPL will assist the County in preparing contracts between the County and the successful low bidders, making sure the County receives complete packages of contracts, performance bonds, and insurance certificates.

Task 4 – Construction Support

CPL will provide support to the County from the commencement of construction to the punch list work completion. CPL will provide Construction Administration Services including attendance at construction progress meetings, reviewing contractor material and shop drawing submittals, and reviewing work in progress.

CPL will provide part time representation on the site during the time the construction work is progressing on the project. It is assumed that (6) half-day visits will be required. As part of those site visits, CPL will see that the contractor is undertaking his work in material compliance with the Contract Documents and will keep the County informed of the progress of such work. We will do our best to guard the County against defects and deficiencies in the work on the project performed by the contractor, and may recommend disapproval of such work as failing to conform with the Contract Documents. We will not be responsible for selecting the contractor's means, methods, and techniques of performing the contractor's work.



Fee Proposal

CPL will provide the Scope of Work described as Tasks 1 through 4 in accordance with the following Lump Sum Fee Schedule.

Task 1 – Structural System and Foundations	\$12,000
Task 2 – NYS Building Permit	\$3,000
Task 3 – Bidding & Award (if necessary)	\$5,000
Task 4 – Construction Support	\$8,000
TOTAL DESIGN SERVICES	\$28,000

Additionally, an **Allowance of \$2,500** is recommended for geotechnical investigations, which CPL will coordinate with a qualified subcontractor as part of Task 1, if required.

We are prepared to begin work on this project as soon as authorized to proceed. If this proposal is acceptable, sign below and provide me with a signed copy as agreement to proceed in good faith.

Assumptions

- Design will be for shallow foundations. Deep foundations will not be required.
- Project is a SEQRA Type II Action.
- No SWPPP Requirement.
- No site design requirements.
- No utility requirements.
- Work scope excludes Special Inspections during construction.

We appreciate the opportunity to submit our proposal and look forward to assisting you on this project. Should you have any questions, please call me at (518) 915-7444.

Very truly yours,

A handwritten signature in blue ink that reads "Matthew T. Smullen".

Matthew T. Smullen, P.E.
Vice President



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

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

DEPARTMENT: Animal Shelter

DATE: 5/9/24

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an agreement with Dr. Kristin St. Denis for the provision of professional veterinary services at the Saratoga County Animal Shelter

3. Specific Details on what the resolution will authorize:

This resolution will authorize a contract with Dr. Kristin St. Denis at a rate of \$75/hr for veterinary services at the Animal Shelter. The full-time position of veterinarian is currently vacant, and this will help fill the need while the search for a new vet is ongoing. This contract will not exceed \$30,000.

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:

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

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.35.000-8190
- b. Budget year impacted 2024
- c. Details

The department will utilize the vacant veterinarian position salary to offset cost of this contract.

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 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):

Dr. Kristin St. Denis
1120 New Loudon Road
Cohoes, NY 12047 (518) 221-8792 kstdenis1221@gmail.com

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

f. State of vendor/contractor organization: NY

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

h. Termination of contract date: August 2, 2025, or until a veterinarian is hired

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Yes

Purchasing Office Consulted

N/A

County Administrator's Office
Consulted Yes

8. Is a grant being accepted: YES or NO

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

9. Supporting Documentation:

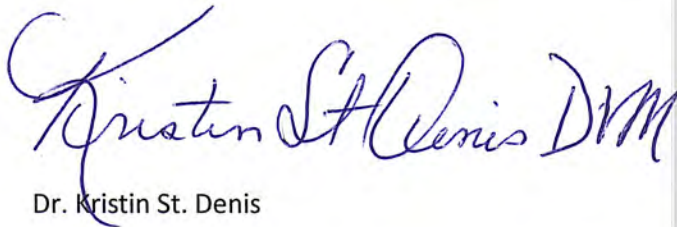
- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

There is currently no full time veterinarian employed at the Saratoga County Animal Shelter. Animal care is being provided by contract veterinarians only. Dr. St. Denis is the most familiar with shelter medicine and surgical procedures and is well liked by the Sheriff Dept, K9 unit. She also has the best ability to provide more consistent on premise time than the other contract veterinarians. Funds to provide payment for this contract will come from general salaries since the shelter is budgeted to maintain a full time veterinarian.

Dr. Kristin St. Denis
1120 New Loudon Rd.
Cohoes, NY 12047

My understanding is that I will be paid \$75.00/ hour as an independent contractor to perform requested surgical procedures, provide treatment assistance and recommendations for the animals at the Saratoga County Animal Shelter. In addition, I will provide general medical care to the Sheriff's Dept. K9 Unit. I also am willing, if available, to help with Rabies Clinics for the same \$75/ hour rate. The proposed dates for this contract are August 1, 2024-August 2, 2025, or until a veterinarian is hired.



Kristin St Denis DVM

Dr. Kristin St. Denis



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: County Coroner

DATE: 5.28.2024

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Appointing John Pugliese as Deputy Coroner

3. Specific Details on what the resolution will authorize:

There are currently two elected Coroners and four appointed Deputy Coroners. Each of these individuals participates in an on-call schedule to ensure availability 24/7. The addition of Mr. Pugliese will create greater flexibility amongst this group.

This will not increase the budget, as it simply adds another person to the rotation.

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.27.000-8128 - Misc Medical Services
- b. Budget year impacted 2024
- c. Details

There are no additional funds required for this position. It will create more scheduling flexibility for the existing Elected and Dep. Coroners.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

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

a. Type of Solicitation

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

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

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted
N/A

County Administrator's Office
Consulted Yes

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

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

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~31~~ - 2022²⁰²⁴

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

John Pugliese

APPOINTING ~~EUGENE LADUE~~ AS DEPUTY CORONER

- 2024

WHEREAS, pursuant to Resolution ~~201-2021~~, this Board appointed ~~Arthur D. Nolan~~ as Deputy Coroner; and *John Pugliese*

~~WHEREAS, Arthur D. Nolan has resigned from the position of Deputy Coroner; and~~
Public Safety

WHEREAS, our ~~Law and Finance~~ Committee has approved the recommendation of Saratoga County Coroners Susan Hayes-Masa and David DeCelle that ~~Eugene LaDue~~ be *John Pugliese* appointed as Deputy Coroner effective as of ~~January 18, 2022~~ at a per diem rate of \$225 per case without mileage; now, therefore, be it *June 1, 2024*

John Pugliese City of Mechanicville
RESOLVED, that ~~Eugene LaDue~~ of the ~~Town of Malta~~ be, and hereby is, appointed to the contract position of Deputy Coroner for the County of Saratoga effective ~~January 18, 2022~~ at a per diem rate of \$225 per case without mileage. *June 1, 2024*

BUDGET IMPACT STATEMENT: None. Funds for the position are included in the ~~2022~~²⁰²⁴ budget.