

Budget Amendment

FY2023

To Account	Descript	Amount	From Account	Descript	Amount
7/11/2022 A-3412-004-04	Union Fire Dept CE - Supplies	\$ 5,000.00	A-3412-002-00	Union Fire Dept EQ	\$ (5,000.00)
A-8170-004-00	Street Cleaning CE	\$ 400.00	A-5110-004-06	Street Administration CE - Other	\$ (400.00)

Transfer money for future expenses  
Contracted Street sweeping services while sweeper was broken

P.O. Type: All  
 Range: First to Last  
 Format: Detail without Line Item Notes  
 Include Non-Budgeted: Y  
 First Enc Date Range: 06/01/20 to 05/31/22  
 Prior Year Only: N  
 Open: N  
 Rcvd: Y  
 Held: N  
 State: Y  
 Other: Y  
 Exempt: Y  
 \* Means Prior Year Line

PO #	PO Date	Vendor	Amount	Charge Account	Acct Type	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
22-01986	04/18/22	RUDNICK'S UNIFORMS	150.00	A-3120-004-05	E	Police CE - Supplies	R	04/18/22	05/31/22		3348
1		2 BADGES									
22-01987	04/18/22	EARLE PRESS INC	502.29	A-3120-004-05	E	Police CE - Supplies	R	04/18/22	05/31/22		235603
1		PARKING TICKETS									
22-01993	04/18/22	THE FIRE STORE	257.94	A-3412-004-05	E	Union Fire Dept CE - Supplies	R	05/16/22	05/31/22		1NW56194
2		HELMET SHEILDs, HAND TOOLS									
22-02131	05/11/22	Amazon Business	22.19	A-3120-004-05	E	Police CE - Supplies	R	05/11/22	05/31/22		1VDM-73D4-4XQH
3		Bulletin Board									
22-02182	05/17/22	Amazon Business	22.07	A-8020-004-05	E	Planning CE - Supplies	R	05/17/22	05/31/22		1MT9-133C-KGGQ
1		DIGITAL VOICE RECORDER									
2		DIGITAL VOICE RECORDER	22.08	A-8010-004-05	E	Zoning CE - Supplies	R	05/17/22	05/31/22		1MT9-133C-KGGQ
3		REINFORCED HANGING FILE FOLDER	18.23	H-1460-004-00	E	Records Mgmt CE	R	05/17/22	05/31/22		1MT9-133C-KGGQ
4		ERASABLE WALL CALENDAR	17.90	A-1325-004-05	E	Treasurer CE - Supplies	R	05/17/22	05/31/22		1MT9-133C-KGGQ
			80.28								

Total Purchase Orders: 5 Total P.O. Line Items: 8 Total List Amount: 1,012.70 Total Void Amount: 0.00

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	2-A	994.47	0.00	0.00	994.47
CAPITAL PROJECTS FUND	2-H	18.23	0.00	0.00	18.23
Total of All Funds:		<u>1,012.70</u>	<u>0.00</u>	<u>0.00</u>	<u>1,012.70</u>

Totals by Fund		Fund	Expend Total	Revenue Total	G/L Total	Total
Fund Description						
GENERAL FUND	A		994.47	0.00	0.00	994.47
CAPITAL PROJECTS FUND	H		18.23	0.00	0.00	18.23
Total of All Funds:			<u>1,012.70</u>	<u>0.00</u>	<u>0.00</u>	<u>1,012.70</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	2-A	994.47	0.00	0.00	0.00	994.47
CAPITAL PROJECTS FUND	2-H	18.23	0.00	0.00	0.00	18.23
Total of All Funds:		<u>1,012.70</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,012.70</u>

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VILLAGE OF BALLSTON SPA  
Purchase Order Listing By P.O. Number

Page No: 1

P.O. Type: All  
 Range: First to Last  
 Format: Detail without Line Item Notes  
 Include Non-Budgeted: Y  
 First Enc Date Range: 06/01/22 to 05/31/23  
 Prior Year Only: N  
 Open: N Paid: N Void: N  
 Rcvd: Y Held: N Apprv: N  
 Bid: Y State: Y Other: Y  
 \* Means Prior Year Line

PO #	PO Date	Vendor	Amount	Charge Account	Acct Type	PO Description	Stat	Chk	Enc Date	First Rcvd	Chk/Void	Invoice
22-02237	05/23/22	TFS		THE FIRE STORE								
3		LEATHER GLOVES	541.56	A -3412-004-05	E	Union Fire Dept CE - Supplies	R		06/21/22	07/06/22		INW53673
4		GREEN VELCRO GLOVE LEASH	191.76	A -3412-004-05	E	Union Fire Dept CE - Supplies	R		07/06/22	07/06/22		INW747954
			733.32									
23-00009	06/01/22	SEED		SEELEY OFFICE SYSTEMS								
3		WHITEOUT, MARKERS, PAPER, TONER..	11.90	L -7410-004-05	E	Library CE - supplies	R		06/03/22	07/06/22		0105368-003
23-00018	06/03/22	AMERIO05		AMERICAN DELIVERY SOLUTIONS								
1		300 GAL5 CHLORINE	1,340.00	A -7180-004-04	E	Swimming Pool CE - Repairs & Maint	R		06/03/22	07/06/22		193
2		HPOCHLORITE SOLUTIONS, BLEACH	1,340.00	A -7180-004-04	E	Swimming Pool CE - Repairs & Maint	R		07/06/22	07/06/22		194
			2,680.00									
23-00019	06/03/22	MGLPRINT		MGL PRINTING SOLUTIONS								
1		2500 WATER BILLS	334.00	A -8340-004-05	E	Transmission & Distribution - CE - Suppl	R		06/03/22	07/06/22		189669
2		2500 WATER BILLS	167.00	G -8120-004-05	E	Sanitary Sewers CE - Supplies	R		06/03/22	07/06/22		189669
			501.00									
23-00027	06/06/22	SOUTHE40		SOUTHERN ADIRONDACK LIBRARY SY								
1		MAY 2022 JOINT AUTO PROJECT	789.76	L -7410-004-06	E	Library CE - other	R		06/06/22	06/14/22		2022-5 BAL
23-00032	06/07/22	CURTIS50		CURTIS LUMBER COMPANY, INC.								
1		SANDBAPER FOR TABLES AT POOL	7.58	A -7180-004-04	E	Swimming Pool CE - Repairs & Maint	R		06/07/22	07/06/22		2206-118328
23-00060	06/08/22	TISALE50		TI SALES, INC								
1		Internal Mechanics 6" Meter	2,499.90	A -8340-004-04	E	Transmission & Distribution - CE - Repai	R		06/08/22	07/06/22		INW0144460
23-00077	06/08/22	ALLERD20		ALLERDICE BUILDING SUPPLY, INC								
1		Threaded Rod- Fire hydrant	2.49	A -5110-004-04	E	Street Administration CE - Repairs & Mai	R		06/08/22	07/01/22		2206-279251
23-00090	06/14/22	DIVAL		SAFETY EQUIPMENT, INC								
1		2EACH TURN OUT GEAR COATS, PANT	6,068.00	A -3412-002-00	E	Union Fire Dept EQ	R		06/14/22	07/06/22		3113888

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VILLAGE OF BALLSTON SPA  
Purchase Order Listing By P.O. Number

Page No: 2

PO #	PO Date	Vendor	Amount	Charge Account	Contract	PO Type	Acct Type	Description	Stat/Chk	First Rcvd	Enc Date	Date	chk/Void	Invoice
23-00091	06/14/22	DIY		DIVAL SAFETY EQUIPMENT, INC										
1	K-12	RESCUE S/W PKG	1,993.00	A-3412-002-00		E Union Fire Dept	EQ		R	06/14/22	07/06/22			3117688
23-00095	06/14/22	HIGHWAY66		HIGHWAY TRAFFIC SUPPLY										
1			116.00	A-5110-004-05		E Street Administration	CE - Supplies		R	06/14/22	07/06/22			062385
23-00102	06/16/22	STAND005		STANDARD SWEEPING LLC										
1		SWEEPING SERVICE	375.00	A-8170-004-00		E Street Cleaning	CE		R	06/16/22	07/06/22			1008
23-00103	06/17/22	PALLET50		PALLETTE STONE CORPORATION										
1	20	CONCRETE RISERS	1,323.00	A-5110-004-04		E Street Administration	CE - Repairs & Mai		R	06/17/22	07/06/22			532961
23-00105	06/17/22	HD		HD SUPPLY-WHITE CAP										
1		SIKA FLEX 1A	324.00	A-5110-004-04		E Street Administration	CE - Repairs & Mai		R	06/17/22	07/06/22			50019018690
23-00111	06/21/22	THORP005		THORPE, SHAWN										
1		UNIFORM ALLOWANCE	625.00	A-3120-004-08		E Police CE - Uniforms			R	06/21/22	07/06/22			FY2023 ALLOWANC
23-00112	06/21/22	DAVIDL50		DAVID L. BUSH										
1		UNIFORM ALLOWANCE	625.00	A-3120-004-08		E Police CE - Uniforms			R	06/21/22	07/06/22			FY2023 ALLOWANC
23-00113	06/21/22	COFA		FABIAN, CODY										
1		UNIFORM ALLOWANCE	625.00	A-3120-004-08		E Police CE - Uniforms			R	06/21/22	07/06/22			FY2023 ALLOWANC
23-00114	06/21/22	MI		MICHAEL J. WELCH										
1		UNIFORM ALLOWANCE	625.00	A-3120-004-08		E Police CE - Uniforms			R	06/21/22	07/06/22			FY2023 ALLOWANC
23-00115	06/21/22	EDMBRA		EDWARD BRATH										
1		UNIFORM ALLOWANCE	925.00	A-3120-004-08		E Police CE - Uniforms			R	06/21/22	07/06/22			FY2023 ALLOWANC
23-00116	06/21/22	JASQ		JASON QUINONES										
1		UNIFORM ALLOWANCE	625.00	A-3120-004-08		E Police CE - Uniforms			R	06/21/22	07/06/22			FY2023 ALLOWANC
23-00145	06/23/22	GAUCHD50		GAUCH DISTRIBUTION INC.										
1		WASHER KEYBOARD	190.00	A-3412-004-04		E Union fire Dept	CE - Repairs & Maint.		R	06/23/22	07/06/22			4420
23-00146	06/23/22	ALLERD20		ALLERDICE BUILDING SUPPLY, INC										
1		GARDEN HOSE	39.99	A-5110-004-05		E Street Administration	CE - supplies		R	06/23/22	07/06/22			2206-297781









PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	Invoice
Item Description								Enc Date	Date	
23-00190	06/21/22	SARAS SARA5	6.61	A-3120-004-04	E Police CE -	Repairs & Maint.	R	06/21/22	07/06/22	859256
1 4312	HEADLIGHT CONNECTOR	SARATOGA AUTO SUPPLY								
23-00192	07/06/22	UNIONFIRE33	21,192.00	TA-0050-000-00	E Foreign Fire Insurance Tax		R	07/06/22	07/06/22	7.6.22
1 FOREIGN FIRE		UNION FIRE COMPANY #2								
23-00193	07/06/22	Eagle-Matt Lee Fire Co. #1	21,192.00	TA-0050-000-00	E Foreign Fire Insurance Tax		R	07/06/22	07/06/22	7.6.22
1 FOREIGN FIRE										
23-00194	07/06/22	MARSHA33 MARSHALL AND STERLING. INS.	30.00	A-1910-004-00	E Unallocated Insurance CE		R	07/06/22	07/06/22	EFF DATE 6.1.22
1 GENERAL LIABILITY INSURANCE										
23-00195	07/01/22	ROSSI005 ROSSI II, FRANK	1,099.99	A-3412-002-00	E Union Fire Dept EQ		R	07/01/22	07/06/22	REIMBURSEMENT
1 AIR COMPRESSOR										
23-00196	07/06/22	Mark Blech	538.99	A-7550-004-00	E Celebrations CE		R	07/06/22	07/06/22	REIMBURSEMENT
1 FAMILY FUN DAY ITEMS										
23-00197	07/06/22	ARCH INSURANCE	453.53	TA-0019-000-00	E Disability		R	07/06/22	07/06/22	20220615-402312
1 NY DISABILITY BENEFITS										
23-00198	06/01/22	BALLSTON AREA RECREATION COMM	11,520.00	A-7145-004-00	E BARC Youth Programs CE		R	06/01/22	07/06/22	6.21.22
1 CONTRACTED SERVICES										
23-00199	06/01/22	BALLSTON AREA SENIOR CITIZENS	10,200.00	A-8510-004-00	E Community Beautification CE		R	06/01/22	07/06/22	6.1.22
1 CONTRACTED SERVICES										
23-00200	07/06/22	BALLSTON SPA BUSINESS & PROFES	490.02	A-8510-004-00	E Community Beautification CE		R	07/06/22	07/06/22	6.28.22
1 ADOPT A PLOT WATERING										
23-00201	06/14/22	BROOKSIDE MUSEUM	1,200.00	A-7510-004-00	E Historian CE		R	06/14/22	07/06/22	6.14.22
1 CONTRACTED SERVICES										

Total Purchase Orders: 61 Total P.O. Line Items: 83 Total List Amount: 208,588.21 Total Void Amount: 0.00

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	3-A	137,038.35	0.00	0.00	137,038.35
sewer reliev	3-G	27,073.00	0.00	0.00	27,073.00
PUBLIC LIBRARY FUND	3-L	1,639.33	0.00	0.00	1,639.33
Year Total:		165,750.68	0.00	0.00	165,750.68
	X-TA	42,837.53	0.00	0.00	42,837.53
Total of All Funds:		208,588.21	0.00	0.00	208,588.21

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	A	137,038.35	0.00	0.00	137,038.35
sewer reliev	G	27,073.00	0.00	0.00	27,073.00
PUBLIC LIBRARY FUND	L	1,639.33	0.00	0.00	1,639.33
	TA	42,837.53	0.00	0.00	42,837.53
Total of All Funds:		<u>208,588.21</u>	<u>0.00</u>	<u>0.00</u>	<u>208,588.21</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	3-A	137,038.35	0.00	0.00	0.00	137,038.35
sewer re/levy	3-G	27,073.00	0.00	0.00	0.00	27,073.00
PUBLIC LIBRARY FUND	3-L	1,639.33	0.00	0.00	0.00	1,639.33
	Year Total:	165,750.68	0.00	0.00	0.00	165,750.68
	X-TA	42,837.53	0.00	0.00	0.00	42,837.53
	Total of All Funds:	<u>208,588.21</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>208,588.21</u>

## SITE LEASE AGREEMENT

This Site Lease Agreement (the "**Agreement**") is made and effective as of the date the last Party executes this Agreement (the "**Effective Date**"), by and between Village of Ballston Spa, a \_\_\_\_\_ having a place of business at 66 Front Street, Ballston Spa, NY 12020 ("**Landlord**"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

### WITNESSETH:

#### 1. Definitions.

"**Affiliate(s)**" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"**Installation**" means the installation of Tenant's Equipment at the Premises.

"**Permitted Modifications**" means adding, replacing, or modifying Tenant's Equipment within the Premises.

"**Property**" means that certain parcel of real property upon which the Structure is located.

"**Structure**" means that certain structure of which the Premises are a part.

#### 2. Premises, Term, Rent and Contingencies.

2.1 **Premises.** Landlord is the owner of the Property located at John Street, as more particularly described in [Exhibit A](#). Landlord leases to Tenant approximately 35 square feet of space for the use and operation of its facilities as such are initially described in [Exhibit B](#), collectively referred to as the "**Premises**". Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant's Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant's

Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s).

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1<sup>st</sup>) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of One Thousand Five and 00/100 Dollars (\$1,500.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by three percent (3%) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to apply for the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

### 3. Use, Access and Modifications to Tenant's Equipment.



3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises for regular maintenance during standard business hours, Monday through Friday, and shall have unrestricted access to the Premises 24 hours per day, 7 days per week for emergencies, only, at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Structure and the Premises.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add "like for like" equipment, only, within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

#### **4. Utilities, Liens and Taxes.**

4.1 Utilities. Tenant may use and make reasonable modifications to the Premises' electrical system to accommodate the electrical requirements of Tenant's Equipment at Tenant's sole cost and expense. Landlord shall not require Tenant to pay any additional charge, fee or other amount for use of such electricity or the facilities associated therewith.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim, which Tenant is responsible to reimburse

4.3 Taxes. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

#### **5. Interference and Relocation of Tenant's Equipment.**

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied. This does not apply to other company's ability to collocate.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location. Tenant has been made aware that the Landlord may move the physical location of the Water Tower. If Landlord makes this determination, it will give Tenant sufficient notice as identified above, and will advise Tenant of the new location of the Water Tower. Once the Water Tower has been relocated, Tenant agrees to place its equipment back on the Water Tower, with Landlord paying all costs for the relocation.

## 6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

6.3 Painting of Water Tank/Tower. Normal maintenance of Lessor's water tank/tower may require that it be painted on a regular basis. At such time as Landlord is required to paint the water tank/tower, Lessor shall provide ninety (90) days written notice to Tenant of its intention to do so. Landlord will notify any painting contractor of Tenant's equipment, cabinets or appurtenances. The parties shall cooperate so that such painting will not interfere with Tenant's equipment. In the event that Landlord requires Tenant to remove its equipment, in whole or in part, in order to accomplish such painting, then Landlord shall provide ground space in the vicinity

of the Water Tan for Tenant to erect a temporary structure (i.e. a Cell on Wheels) necessary to provide uninterrupted service, until such time as the painting is complete and Tenant is able to re-install its equipment thereon and thereupon remove its temporary structure. Notwithstanding the above, Landlord may choose to install a permanent support structure adjacent to the water tank as part of a repainting project. Landlord retains the right to require the Tenant to relocate equipment to the adjacent support structure as part of a future repainting project

## **7. Surrender and Hold Over.**

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. Within the Equipment Removal Period, Tenant will remove all of Tenant's above and under-ground improvements. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation. The Parties acknowledge and agree that Rent will accrue during the Equipment Removal Period until such time as removal is complete. If Tenant's Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

## **8. Default, Remedies and Termination.**

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

## 9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

## 10. Insurance.

Site Number:  
Market:

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Structure are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

## **11. Representations and Warranties.**

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

## **12. Miscellaneous.**

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement. In addition to, and not in limitation of the preceding, in the event the Landlord sells or transfers either its rights in all or any portion of the Premises or Landlord's right to the receive the Rent (and other payments) derived from the Premises under this Agreement, in either case separate from the underlying Structure and/or Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal ("ROFR") to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant's exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "Mortgage") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "Taking"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment

or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

**If to be given to Landlord:**

Village of Ballston Spa  
Attn: Mayor

*If by courier service:*

\_\_\_\_\_  
\_\_\_\_\_

*If by first-class certified mail:*

\_\_\_\_\_  
\_\_\_\_\_

*If by email:*

Email address: \_\_\_\_\_

**If to be given to Tenant:**

DISH Wireless L.L.C.  
Attn: Lease Administration  
5701 South Santa Fe Blvd.  
Littleton, Colorado 80120

12.13 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.



12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**LANDLORD:**

**TENANT:**

**Village of Ballston Spa**

**DISH WIRELESS L.L.C.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Mayor Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted prior to execution]

EXHIBIT B

SITE PLAN

[To be inserted prior to execution]

## Frank Rossi Jr.

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**From:** Robert Roy <racingrob21@yahoo.com>  
**Sent:** Thursday, June 30, 2022 9:55 PM  
**To:** Frank Rossi Jr.; treasurer@villageofballston.org  
**Subject:** Emergency Purchase

To whom it may concern

My name is Foreman Robert Roy from Union Fire Co. #2. This week our air compressor for the firehouse which supplies the fire trucks with air to keep the tanks full broke down. I got a tech guy to check things out and found the compressor head gasket blew out. We need to replace this quickly for the safety of our firefighter and our residence, which would hinder our response time waiting for the tanks to fill. The airlines will not eject from the truck without air and would make us unable to respond because we wouldn't be able to get air lines off easily from the trucks. Mayor Frank Rossi forward me his personal credit card to make this purchase through Tractor Supply in the amount of \$1099.99 in an emergency purchase. Will be installed Friday July 1st at a cost of labor will be about \$600 to \$700 the company doing the work is Air Compressor Engineering. Will call tomorrow about the labor. I recall it to be \$162 hr.

Thank You Mayor  
Robert Roy Foreman UFC

PS. Please let me know if you need anything else.  
Email: racingrob21@yahoo.com  
Cell: 518-858-1674

# Air Compressor Engineering Co., Inc.

Westfield, MA 01086 - (413) 568-2884  
 Milford, CT 06460 - (203) 878-6531  
 Clifton Park, NY 12065 - (518) 371-4401  
 Hinesburg, VT 05461 - (802) 482-2993

Invoice Nbr.	Invoice Date	Cust. No.
IN000060132	7/6/2022	N10157
Type		Work Order #
<b>Invoice</b>		S112213

**Sold To:**

VILLAGE OF BALLSTON SPA  
 c/o UNION FIRE CO. #2  
 EAGLE MATT LEE FIRE CO #1  
 66 FRONT ST.  
 BALLSTON SPA NY  
 12020

**Ship To:**

UNION FIRE HOUSE  
 319 MILTON AVENUE  
  
 BALLSTON SPA NY  
 12020

D

Ship Date	P/O Number	Ship Via	FOB	TERMS
7/6/2022				Due on Receipt
Buyer	Date Requested	Location	Salespersonname	Territorykey
	1/1/1900	NY	STEVEN JENNINGS/S-NY	NSARA

Itemkey	Item Description	Qty Ordered	Qty Remaining	Qty Shipped	Unit Price	Extension
SERVICE-N	TRAVEL LABOR	1	0	1	\$160.00	\$160.00
SERVICE-N	LABOR (PREVAILING WAGE)	3.25	0	3.25	\$228.00	\$741.00
SERVICE	MILEAGE	34	0	34	\$1.70	\$57.80
	***	0	0	0	\$0.00	\$0.00
	INSTALLATION OF IR MODEL SS4L5	0	0	0	\$0.00	\$0.00

Sub Total	State Tax	Freight	Invoice Total
\$958.80	\$0.00	\$0.00	\$958.80

Remit to: P.O. Box 738, Westfield, MA 01086

# Air Compressor Engineering Co., Inc.

Westfield, MA 01086 - (413) 568-2884  
 Milford, CT 06460 - (203) 878-6531  
 Clifton Park, NY 12065 - (518) 371-4401  
 Hinesburg, VT 05461 - (802) 482-2993

Invoice Nbr.	Invoice Date	Cust. No.
IN000060133	7/6/2022	N10157
Type		Work Order #
<b>Invoice</b>		S112167

**Sold To:**

VILLAGE OF BALLSTON SPA  
 c/o UNION FIRE CO. #2  
 EAGLE MATT LEE FIRE CO #1  
 66 FRONT ST.  
 BALLSTON SPA NY  
 12020

**Ship To:**

UNION FIRE HOUSE  
 319 MILTON AVENUE  
  
 BALLSTON SPA NY  
 12020

D

Ship Date	P/O Number	Ship Via	FOB	TERMS
7/6/2022	23-00154			Due on Receipt
Buyer	Date Requested	Location	Salespersonname	Territorykey
	1/1/1900	NY	STEVEN JENNINGS/S-NY	NSARA

Itemkey	Item Description	Qty Ordered	Qty Remaining	Qty Shipped	Unit Price	Extension
SERVICE-N		1	0	1	\$160.00	\$160.00
	TRAVEL LABOR					
SERVICE-N		0.75	0	0.75	\$228.00	\$171.00
	LABOR (PREVAILING WAGE)					
SERVICE		34	0	34	\$1.70	\$57.80
	MILEAGE					
	***	0	0	0	\$0.00	\$0.00
	FOR LABOR & TRAVEL TO SERVICE	0	0	0	\$0.00	\$0.00
	IR MODEL SS366X, S/N CBV304084	0	0	0	\$0.00	\$0.00

Sub Total	State Tax	Freight	Invoice Total
\$388.80	\$0.00	\$0.00	\$388.80

Remit to: P.O. Box 738, Westfield, MA 01086

**VILLAGE OF BALLSTON SPA PURCHASE REQUISITION FORM WITH VENDOR CERTIFICATION**

DATE: **6/29/2022**

REQUISITION #:

PURCHASING DEPARTMENT: PLEASE PURCHASE THE FOLLOWING ITEMS: **SEE BELOW**

FOR: **UNION FIRE CO. #2**

DEPARTMENT: **FIRE DEPARTMENT**

PURPOSE OR USE: **Spare SCBA bottles**

SOURCE <b>Dival</b>	Acct. Code: <b>A3412.2</b>	Fiscal Year: <b>2023</b>
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REMARKS:

QUANTITY	UNIT	STOCK NUMBER	DESCRIPTION	DATE NEEDED	ESTIMATED COST
9			Scott 4500 psig 30 minute bottles	asap	\$ 9621
			See attached quote		
			This is State Contract price		
			<i>pc 6a018</i>		
			Freight Charge		
<b>TOTAL ESTIMATED COST OF ITEMS:</b>					<b>\$ 9621.00</b>

REQUESTED **Kevin Dubois**

DEPARTMENT APPROVAL:

P.O.#:

*JS .6.29.22*





1721 Niagara St • Buffalo, NY 14207 • Phone: 800.3431354 • Fax: 716.874.4686 • www.divalsafety.com

Bill to: VILLAGE OF BALLSTON SPA  
 66 FRONT ST  
 FIRE DEPARMENTS  
 BALLSTON SPA NY 12020

Ship to: UNION FIRE COMPANY NO. 2  
 319 MILTON AVE  
 BALLSTON SPA NY 12020-1416

CUSTOMER NUMBER

CONTACT

PRINT DATE

101585

KEVIN DUBOIS

6/22/22

ORDER NUMBER  
 P1663 00

CUSTOMER PURCHASE ORDER  
 SCOTT AIR BOTTLES

SALES REPRESENTATIVE  
 156 BILL KENNY

INSTRUCTIONS

<u>Ordered</u>	<u>Shipped</u>	<u>B.O.</u>	<u>U/M</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
9		9	EA	80472101 SCOTT 4500 PSIG 30 MINUTE CARBON CYLINDER & VALVE ASSY.	\$1069.00000	\$9621.00

Quote Confirmation -  
 Not an Invoice

Total Line Items

1

\* COMPLETE \*

<u>Subtotal</u>	<u>Tax Pct</u>	<u>Sales tax</u>	<u>Total</u>
\$9621.00	.000		\$9621.00

**VILLAGE OF BALLSTON SPA PURCHASE REQUISITION FORM WITH VENDOR CERTIFICATION**

DATE: **6/29/2022**

REQUISITION #:

PURCHASING DEPARTMENT: PLEASE PURCHASE THE FOLLOWING ITEMS: **SEE BELOW**

FOR: **UNION FIRE CO. #2**

DEPARTMENT: **FIRE DEPARTMENT**

PURPOSE OR USE: **Fire Hose**

SOURCE <b>Dival</b>	Acct. Code: <b>A3412.2</b>	Fiscal Year: <b>2023</b>
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REMARKS:

QUANTITY	UNIT	STOCK NUMBER	DESCRIPTION	DATE NEEDED	ESTIMATED COST
8			Armatex attack Hose 1-3/4 white	asap	\$ 1088
8			Armatex attack Hose 1-3/4 yellow	asap	\$ 1088
8			Armatex attack Hose 1-3/4 orange	asap	\$ 1088
4			Armatex attack Hose 1- 3/4 purple	asap	\$ 544
			See attached quote		
			This is State Contract price		
			<i>PC6A018</i>		
			Freight Charge		
<b>TOTAL ESTIMATED COST OF ITEMS:</b>					<b>\$ 3808</b>

REQUESTED **Kevin Dubois**

DEPARTMENT APPROVAL:

P.O.#:

*JS. 6.29.22*



# Quotation

1721 Niagara  
 Buffalo, NY 14207  
 Phone (716) 874-9060/ Fax (716) 874-4686

DATE June 29, 2022  
 Quotation # BK102  
 Account # 101585

**Bill To:**

Union fire CO.
Attn : Kevin Dubois

Quotation valid until: September 1, 2022

Prepared by: **Bill Kenny**

Ship via: ODFRA

Comments or special instructions:

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
8	Armatex attack Hose 1-3/4" x 50' double jacket rubber lined hose White	\$ 136.00	\$ 1,088.00
8	Armatex attack Hose 1-3/4" x 50' double jacket rubber lined hose Yellow	\$ 136.00	\$ 1,088.00
8	Armatex attack Hose 1-3/4" x 50' double jacket rubber lined hose Orange	\$ 136.00	\$ 1,088.00
4	Armatex attack Hose 1-3/4" x 50' double jacket rubber lined hose Purple	\$ 136.00	\$ 544.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>TOTAL</b>			<b>\$ 3,808.00</b>

**Thank you for your consideration of this quotation!**

**VILLAGE OF BALLSTON SPA PURCHASE REQUISITION FORM WITH VENDOR CERTIFICATION**

DATE: **6/29/2022**

REQUISITION #:

PURCHASING DEPARTMENT: PLEASE PURCHASE THE FOLLOWING ITEMS: **SEE BELOW**

FOR: **UNION FIRE CO. #2**

DEPARTMENT: **FIRE DEPARTMENT**

PURPOSE OR USE: **Nozzles**

SOURCE **Dival**

Acct. Code: **A3412.2**

Fiscal Year: **2023**

REMARKS:

QUANTITY	UNIT	STOCK NUMBER	DESCRIPTION	DATE NEEDED	ESTIMATED COST
1		4863	Mid- range nozzle with grip	asap	\$ 774.38
1		4863-4138	Mercury LE monitor w/ adj nozzle brarcket	asap	\$ 3018.00
			See attached quote		
			This is State Contract price		
			<i>PC69018</i>		
			Freight Charge		
<b>TOTAL ESTIMATED COST OF ITEMS:</b>					<b>\$ 3792.38</b>

REQUESTED **Kevin Dubois**

DEPARTMENT APPROVAL:

P.O.#:

*JS. 6.9.22*



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Bill to: VILLAGE OF BALLSTON SPA  
 66 FRONT ST  
 FIRE DEPARMENTS  
 BALLSTON SPA NY 12020

Ship to: UNION FIRE COMPANY NO. 2  
 319 MILTON AVE  
 BALLSTON SPA NY 12020-1416

CUSTOMER NUMBER	CONTACT	PRINT DATE
101585	KEVIN DUBOIS	6/22/22

ORDER NUMBER	CUSTOMER PURCHASE ORDER	SALES REPRESENTATIVE	INSTRUCTIONS
P1061 00	AKRON ITEMS	156 BILL KENNY	

Ordered	Shipped	B.O.	U/M	Item and Description	Unit Price	Extended Price
1		1	EA	4863 Mid-range assault nozzle with pistol grip NOZZLE SELECTED TO 100 PSI AND 150 GAL PER MIN *****	\$774.38000	\$774.38
1		1	EA	PART #4863-4138 34440014 Mercury LE monitor w/ adj nozz mounting bracket, 100 psi NOZZLE AT 100PSI AND INCLUDES MOUNTING BRACKET *****	\$3018.00000	\$3018.00

Quote Confirmation - Not an Invoice

\* COMPLETE \*

Total Line Items 2

Subtotal	Tax Pct	Sales tax	Total
\$3792.38	.000		\$3792.38

# *Village of Ballston Spa*

Saratoga County Seat  
66 FRONT STREET

*Ballston Spa, NY 12020*

Phone: 518-885-5711

Fax: 518-885-0512

Letter of Intent  
7/6/2022  
J&J Equipment  
8913 Terex Drive  
Brewerton, NY 13029

Dear J&J Equipment,

At its next regular board meeting on July 11<sup>th</sup>, 2022 the Village of Ballston Spa Board of Trustees intends to award the contract/purchase noted below contingent upon the approval of a USDA bond application and receipt of funds by the Village related to a loan from the USDA with an interest rate at or below 2.5% with a term of 15 years:

Equipment: 435 Sweeper Standard Equipment  
Supplier/Contractor: J&J Equipment  
Purchase Amount: Estimated to be \$198,095.00 to be paid upon delivery of the unit.

You will receive the official Notice of Award and Purchase Order subsequent to the July 11th, 2022 meeting. This letter is not intended as a contract or purchase order. If you should have any questions or concerns, please contact the Village Office, 518-885-5711.

Thank you,

Frank Rossi, Jr.  
Mayor  
The Village of Ballston Spa  
66 Front Street  
Ballston Spa, NY 12020

Jeffrey Gawrys  
Department of Public Works Superintendent  
The Village of Ballston Spa  
66 Front Street  
Ballston Spa, NY 12020



July 1, 2022

Frank Rossi II, Mayor  
Village of Ballston Spa  
66 Front Street  
Ballston Spa, New York 12020

**RE: 147 Lewis Street Water/Sewer Connection**

Mayor Rossi:

The Village of Ballston Spa has received a request to provide water and sewer service to a proposed single-family residence located at 147 Lewis Street in the Village of Ballston Spa. Please note that comments provided are specific to the water and sewer requests only and do not include zoning, site, planning or building code considerations. We offer the following comments:

Water Service

- The Village water system can provide water to this single-family residence from the existing 4-inch diameter water main on Lewis Street. Based on a review of the water system model created by the previous Village Designated Engineer, the available water pressure in this area of the system is 45-50 psi. The Recommended Standards for Water Works 2018 edition (commonly referred to as the 10 States Standards) states "The normal working pressure in the distribution system should be approximately 60 to 80 psi and shall not be less than 35 psi unless otherwise approved by the reviewing authority."
- The applicant and their contractor will need to coordinate the connection to the existing water main with the Village DPW. Please contact Jeff Gawrys of the Village of Ballston Spa Department of Public Works in advance of the work.
- A backflow protection device shall be installed on the service side of the meter for the protection of the water system.
- A water system tapping fee and street opening permit fee will be required for this proposed connection.

Sanitary Sewer Service

- The applicant must submit a sewer lateral permit application to the Saratoga County Sewer District No. 1 (SCSD) and comply with the associated conditions. Connection to the sanitary sewer system cannot be made until the SCSD issues a permit.
- There is a 6-inch diameter gravity sewer collection main along this section of Lewis Street.
- The depth of the existing sewer main should be verified to determine if a gravity connection is possible for the proposed home. Should a grinder pump be required, it shall be owned and maintained by the property owner.
- The applicant and their contractor will need to coordinate the connection to the existing sanitary sewer main with the Village DPW. Please contact Jeff Gawrys of the Village of Ballston Spa Department of Public Works in advance of the work.
- A sewer connection fee and street opening permit fee will be required for this proposed connection.



Conclusion

LaBella takes no exception to the Village approving the water and sanitary sewer connection requests for the proposed residence at 147 Lewis Street. The Village should make the sanitary sewer connection approval conditioned upon the applicant receiving SCSD approval.

Please contact me at 518-266-7347 with any questions.

Respectfully submitted,

**LaBella Associates**

Eric P. Johnson, P.E., LEED AP  
Regional Municipal Discipline Leader  
LaBella Associates

Cc: Jeff Gawrys – Village of Ballston Spa