

We hereby certify that the vouchers listed on this abstract for this period consisting of these attached pages were audited and allowed in the amounts shown. Authorization is hereby given and direction is made to pay each of the claimants the amount opposite his or her name.

October 14, 2025

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Mayor

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Trustee

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Trustee

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Trustee

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Trustee

# Village of Ballston Spa A/P Distribution Summary by Fund from 9/23/2025 to 10/14/2025

<u>Fund</u>	<u>District</u>	<u>Amount</u>
AA - General	000	259,195.87
<u>AA Fund Total</u>		<u>259,195.87</u>
HH - Capital Projects	101	7,414.98
<u>HH Fund Total</u>		<u>7,414.98</u>
LL - Library	000	2,888.89
<u>LL Fund Total</u>		<u>2,888.89</u>
TA - Trust & Agency	000	1,137.25
<u>TA Fund Total</u>		<u>1,137.25</u>
<b>Grand Total</b>		<b>270,636.99</b>

# Village of Ballston Spa Abstract of Audited Vouchers from 9/23/2025 to 10/14/2025

<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Voucher #</u>	<u>Distribution Acct</u>	<u>Account Description</u>	<u>AP Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
<b>Voucher Type: Prepaid</b>								
11 East High Street, LLC	9/23/2025	20250922 Reimbursement of Labella project code review	11723	AA.8010.400.000	Zoning CE	3,782.50	1224535	9/23/2025
<u>11 East High Street, LLC Total</u>						<u>3,782.50</u>		
Anthem Blue Cross	10/01/2025	0202510206310 Retirees not yet 65	11764	AA.9089.800.000	Other EB (Sect. 125) EB	11,340.89	1224550	10/10/2025
<u>Anthem Blue Cross Total</u>						<u>11,340.89</u>		
Arch Insurance	9/25/2025	20250915-402312-2 7/1725-9/30/25 DI	11733	TA.0019.000.000	Disability	501.60	1224536	9/26/2025
<u>Arch Insurance Total</u>						<u>501.60</u>		
County Waste - Clifton Park	10/01/2025	35072910W910 Waste pick up	11767	AA.1640.400.000	Central Garage CE - Contracts	317.00	1224551	10/10/2025
	10/01/2025	35072910W910 Waste pick up		AA.3412.400.000	Union Fire Dept CE - Contracts	66.00	1224551	10/10/2025
	10/01/2025	35072910W910 Waste pick up		AA.3411.400.000	E.M.L. Fire Dept CE - Contracts	66.00	1224551	10/10/2025
<u>County Waste - Clifton Park Total</u>						<u>449.00</u>		
Equitable- Axa	9/26/2025	20250924 Add. EE optional ins coverage	11734	TA.0020.000.000	Group Insurance	635.65	1224537	9/26/2025
<u>Equitable- Axa Total</u>						<u>635.65</u>		
G A Bove & Sons, Inc.	10/06/2025	20251006 Sept Fuel	11759	AA.3411.400.000	E.M.L. Fire Dept CE - Contracts	148.17	1224552	10/10/2025
	10/06/2025	20251006 Sept Fuel		AA.3412.400.000	Union Fire Dept CE - Contracts	230.09	1224552	10/10/2025
	10/06/2025	20251006 Sept Fuel		AA.3120.400.000	Police CE - Other	929.90	1224552	10/10/2025
	10/06/2025	20251006 Sept Fuel		AA.5110.400.000	Street Administration CE - Contracts	1,157.61	1224552	10/10/2025
	10/06/2025	20251006 Sept Fuel		AA.3410.400.000	Fire Chiefs CE - Contracts	479.59	1224552	10/10/2025
<u>G A Bove &amp; Sons, Inc. Total</u>						<u>2,945.36</u>		

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<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Voucher #</u>	<u>Distribution Acct</u>	<u>Account Description</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
Generations Bank CARDMEMBER			11731					
	9/26/2025	20250926 Cc pymt- DPW Truck outfit/ Onesuite renewal of VO- Fax		AA.5110.400.000	Street Administration CE - Contracts	1,264.85	1224538	9/26/2025
	9/26/2025	20250926 Cc pymt- DPW Truck outfit/ Onesuite renewal of VO- Fax		AA.1410.400.000	Village Clerk CE - Contracts	30.00	1224538	9/26/2025
	9/26/2025	20250926 Cc pymt- DPW Truck outfit/ Onesuite renewal of VO- Fax		AA.3120.400.000	Police CE - Other	62.93	1224538	9/26/2025
<u>Generations Bank CARDMEMBER SERVICE Total</u>						<u>1,357.78</u>		
KS Statebank			11758					
	10/01/2025	20251001 Final pymt of 2021		AA.9788.600.000	Lease - Debt Principle	13,701.74	1224546	10/03/2025
	10/02/2025	20251002 NEW PD patrol vehicle 2025 first principle pymt		AA.9788.600.000	Lease - Debt Principle	9,876.10	1224546	10/03/2025
<u>KS Statebank Total</u>						<u>23,577.84</u>		
Mvp Health Plan, Inc.			11730					
	9/10/2025	21855687 Oct 2025 Health ins. Retirees		AA.9089.800.000	Other EB (Sect. 125) EB	6,682.57	1224539	9/26/2025
<u>Mvp Health Plan, Inc. Total</u>						<u>6,682.57</u>		
National Grid #00302-11100			11777					
	10/05/2025	20251005 35 Wash. st other		AA.3411.400.000	E.M.L. Fire Dept CE - Contracts	63.50	1224553	10/10/2025
<u>National Grid #00302-11100 Total</u>						<u>63.50</u>		
National Grid #01688-15101			11729					
	9/25/2025	20250925 Aug 13-Sept 12 25		AA.1621.400.000	Municipal Bldg CE - 30 Bath St	25.72	1224540	9/26/2025
<u>National Grid #01688-15101 Total</u>						<u>25.72</u>		
National Grid #04680-43012			11790					
	9/17/2025	20250917 8/19-9/17/25		AA.5110.400.000	Street Administration CE - Contracts	19.71	1224554	10/10/2025
<u>National Grid #04680-43012 Total</u>						<u>19.71</u>		
National Grid #05150-26007 Front St			11792					
	9/17/2025	20250917 8/19-9/17/25		AA.5182.400.000	Street Lighting CE	57.38	1224555	10/10/2025
<u>National Grid #05150-26007 Front St street lights Total</u>						<u>57.38</u>		

# Village of Ballston Spa Abstract of Audited Vouchers from 9/23/2025 to 10/14/2025

Claimant

Invoice Date	Invoice Description	Voucher #	Distribution Acct	Account Description	A/P Owed	Chk #	Chk Date
9/19/2025	National Grid #06786-00005 20250919 8/21-9/17/25	11786	AA.5182.400.000	Street Lighting CE	21.72	1224556	10/10/2025
<u>National Grid #06786-00005 Total</u>					21.72		
9/22/2025	National Grid #07902-11102 Wiswall 20250922 8/19-9/17/25	11781	AA.7110.400.000	PARKS - Wiswall & Iron Spring CE - Contr	27.99	1224557	10/10/2025
<u>National Grid #07902-11102 Wiswall Park (Walnut Street)</u>					27.99		
9/17/2025	National Grid #19782-62011 20250917 8/19-9/17/25	11793	AA.7110.400.000	PARKS - Wiswall & Iron Spring CE - Contr	44.78	1224558	10/10/2025
<u>National Grid #19782-62011 Total</u>					44.78		
9/25/2025	National Grid #22302-11106 20250925 Aug 20-Sept 19 25	11726	AA.7110.400.000	PARKS - Wiswall & Iron Spring CE - Contr	39.12	1224541	9/26/2025
<u>National Grid #22302-11106 Total</u>					39.12		
9/25/2025	National Grid #23730-27002 20250925 Aug 20-Sept 19 25	11725	AA.5110.400.000	Street Administration CE - Contracts	27.15	1224542	9/26/2025
<u>National Grid #23730-27002 Total</u>					27.15		
10/05/2025	National Grid #26440-07109 20251005 319 MA	11762	AA.3412.400.000	Union Fire Dept CE - Contracts	595.99	1224559	10/10/2025
<u>National Grid #26440-07109 Total</u>					595.99		
10/05/2025	National Grid #27040-07109 20251005 Lowell St	11776	AA.8340.400.000	Transmission & Distribution - CE - Contr	1,642.41	1224560	10/10/2025
<u>National Grid #27040-07109 Total</u>					1,642.41		
9/17/2025	National Grid #33952-17109 20250917 8/20-9/17/25	11795	AA.8340.400.000	Transmission & Distribution - CE - Contr	27.10	1224561	10/10/2025
<u>National Grid #33952-17109 Total</u>					27.10		
10/05/2025	National Grid #34552-95103 20251005 66 Front	11761	AA.5182.400.000	Street Lighting CE	6,485.09	1224562	10/10/2025
<u>National Grid #34552-95103 Total</u>					6,485.09		

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National Grid #36300-04011	10/05/2025	20251005 Rowland Pump	11778	AA.8340.400.000	Transmission & Distribution - CE - Contr	465.62	1224563	10/10/2025
<u>National Grid #36300-04011 Total</u>						465.62		
National Grid #39652-22103	9/19/2025	20250919 8/19-9/17/25	11785	AA.7180.400.000	Spec Rec Fac CE - Contracts	588.02	1224564	10/10/2025
<u>National Grid #39652-22103 Total</u>						588.02		
National Grid #43186-94007	9/17/2025	20250917 8/19-9/17/25	11796	AA.8340.400.000	Transmission & Distribution - CE - Contr	112.45	1224565	10/10/2025
<u>National Grid #43186-94007 Total</u>						112.45		
National Grid #58830-37004	9/17/2025	20250917 8/19-9/17/25	11797	AA.5110.400.000	Street Administration CE - Contracts	24.95	1224566	10/10/2025
<u>National Grid #58830-37004 Total</u>						24.95		
National Grid #77952-17101	9/19/2025	20250919 8/19-9/17/25	11788	AA.3411.400.000	E.M.L. Fire Dept CE - Contracts	624.69	1224567	10/10/2025
<u>National Grid #77952-17101 Total</u>						624.69		
National Grid #80502-10107	9/20/2025	20250920 Aug 19-Sept 18 25	11735	AA.1620.400.000	Buildings CE - 66 Front St. - Contracts	177.17	1224543	9/26/2025
<u>National Grid #80502-10107 Total</u>						177.17		
National Grid #82302-10105	9/25/2025	20250925 Aug 19-Sept 17 25	11728	AA.7110.400.000	PARKS - Wlswall & Iron Spring CE - Contr	42.61	1224544	9/26/2025
<u>National Grid #82302-10105 Total</u>						42.61		
National Grid #86140-11100	9/22/2025	20250922 8/19-9/19/25	11783	LL.7410.400.000	Library CE - Contracts	529.73	1224568	10/10/2025
<u>National Grid #86140-11100 Total</u>						529.73		
National Grid #86540-11102	10/05/2025	20251005 31 Charlton	11779	AA.1640.400.000	Central Garage CE - Contracts	317.58	1224569	10/10/2025
<u>National Grid #86540-11102 Total</u>						317.58		

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Invoice Date	Invoice Description	Voucher #	Distribution Acct	Account Description	AP Owed	Chk #	Chk Date
<b>National Grid #87340-11108</b>							
9/19/2025	20250919	11784	AA.1621.400.000	Municipal Bldg CE - 30 Bath St.	151.56	1224570	10/10/2025
	8/19-9/17/25				151.56		
<b>National Grid #87340-11108 Total</b>							
<b>National Grid #94502-10106</b>							
9/18/2025	20250918	11798	AA.1621.400.000	Municipal Bldg CE - 30 Bath St.	90.01	1224571	10/10/2025
	8/20-9/18/25				90.01		
<b>National Grid #94502-10106 Total</b>							
<b>NYS Public Employment Relations</b>							
9/24/2025	20250924	11746	AA.1420.400.000	Attorney CE	50.00	1224547	10/03/2025
	PERB #A2025-192				50.00		
<b>NYS Public Employment Relations Board Total</b>							
<b>Spectrum - Charter Communications</b>							
10/01/2025	012705501100125	11766	AA.1110.400.000	Justices CE	144.98	1224572	10/10/2025
	Internet for VO's				104.95		
10/01/2025	012705501100125		AA.3411.400.000	E.M.L. Fire Dept CE - Contracts	104.95	1224572	10/10/2025
	Internet for VO's				104.95		
10/01/2025	012705501100125		AA.8340.400.000	Transmission & Distribution - CE - Contr	89.98	1224572	10/10/2025
	Internet for VO's				104.95		
10/01/2025	012705501100125		AA.1640.400.000	Central Garage CE - Contracts	89.98	1224572	10/10/2025
	Internet for VO's				104.95		
10/01/2025	012705501100125		AA.1621.400.000	Municipal Bldg CE - 30 Bath St.	104.95	1224572	10/10/2025
	Internet for VO's				549.81		
<b>Spectrum - Charter Communications Total</b>							
<b>T-Mobile</b>							
9/30/2025	20250930	11737	AA.3620.400.000	Safety Inspection CE	83.85	1224548	10/03/2025
	8/23-9/22 2025				55.90		
9/30/2025	20250930		AA.8340.400.000	Transmission & Distribution - CE - Contr	27.95	1224548	10/03/2025
	8/23-9/22 2025				114.85		
9/30/2025	20250930		AA.3413.400.000	Fire Police CE	27.95	1224548	10/03/2025
	8/23-9/22 2025				27.95		
9/30/2025	20250930		AA.3120.400.000	Police CE - Other	114.85	1224548	10/03/2025
	8/23-9/22 2025				27.95		
9/30/2025	20250930		AA.5110.400.000	Street Administration CE - Contracts	53.50	1224548	10/03/2025
	8/23-9/22 2025				81.00		
9/30/2025	20250930		AA.7180.400.000	Spec Rec Fac CE - Contracts	53.50	1224548	10/03/2025
	8/23-9/22 2025				81.00		
9/30/2025	20250930		AA.8340.400.000	Transmission & Distribution - CE - Contr	81.00	1224548	10/03/2025
	8/23-9/22 2025						

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10/05/2025	20251005 Library		LL.7410.400.000	Library CE - Contracts	28.70	1224573	10/10/2025
<b>T-Mobile Total</b>					<u>473.70</u>		
<b>Teamsters Health &amp; Hospital Fund 11763</b>							
10/05/2025	20251005 Nov 2025		AA.9060.800.000	Medical Insurance (Village Share) EB	18,803.05	1224574	10/10/2025
10/05/2025	20251005 Nov 2025		AA.9060.800.000	Medical Insurance (Village Share) EB	8,769.95	1224574	10/10/2025
<b>Teamsters Health &amp; Hospital Fund NYS Total</b>					<u>27,573.00</u>		
<b>The Paul Revere Life Ins. Co. 11760</b>							
9/27/2025	3757580-0903408 Sept 2025		AA.9060.800.000	Medical Insurance (Village Share) EB	125.24	1224575	10/10/2025
<b>The Paul Revere Life Ins. Co. Total</b>					<u>125.24</u>		
<b>Verizon Wireless 11727</b>							
9/25/2025	4852584667 PD		AA.3120.400.000	Police CE - Other	145.90	1224545	9/26/2025
10/05/2025	6124353586 PD cards		AA.3120.400.000	Police CE - Other	189.95	1224576	10/10/2025
<b>Verizon Wireless Total</b>					<u>335.85</u>		
<b>Total for Voucher Type: Prepaid</b>					<b>92,582.84</b>		
<b>Voucher Type: PriorYear</b>							
<b>Lakeview Books 11774</b>							
9/20/2024	ARU0375881 Book order- past due from 2024		LL.7410.400.000	Library CE - Contracts	131.84		
<b>Lakeview Books Total</b>					<u>131.84</u>		
<b>Total for Voucher Type: PriorYear</b>					<b>131.84</b>		
<b>Voucher Type: Regular</b>							
<b>Adam's Gear Solutions 11825</b>							
9/23/2025	D9919 Body Cam holders x 10- PS Grant \$ to cover		AA.3389.000.000	State Aid Public Safety	512.91		
<b>Adam's Gear Solutions Total</b>					<u>512.91</u>		
<b>Airgas Usa, LLC 11839</b>							
8/30/2025	5517895009 Cylinder rental- Aug		AA.1640.400.000	Central Garage CE - Contracts	294.14		
9/30/2025	5519283577 Cylinder rentals		AA.1640.400.000	Central Garage CE - Contracts	287.70		
<b>Airgas Usa, LLC Total</b>					<u>581.84</u>		



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<b>Allerdice Building Supply, Inc 11802</b>							
9/16/2025	8031/4 keys		AA.3120.400.000	Police CE - Other	5.98		
9/19/2025	8081/4 Screws/Nuts/C-Pak flatwashers		AA.1640.400.000	Central Garage CE - Contracts	21.12		
9/22/2025	8106/4 KA utfl LK		AA.7140.400.000	Playgrounds/Kelly Park CE	12.49		
10/02/2025	8271/4 Garden hose		AA.5110.400.000	Street Administration CE - Contracts	13.49		
<b><u>Allerdice Building Supply, Inc Total</u></b>							
<b>Allied Universal Security Svcs 11817</b>					53.08		
9/07/2025	17520610 Aug security- Court		AA.1110.400.000	Justices CE	740.16		
<b><u>Allied Universal Security Svcs Total</u></b>					740.16		
<b>Amazon Business 11855</b>							
8/11/2025	1FY4-DWX7-3YLY Family Fun 2025		AA.7550.400.000	Celebrations CE	653.09		
8/12/2025	1YN1-7NFV-L44X Family Fun 2025		AA.7550.400.000	Celebrations CE	550.74		
9/26/2025	19R43VQQD7N3 Toner for Treasurer printer		AA.1325.400.000	Treasurer CE	29.44		
10/03/2025	1Y9DPC9CMLFN Water flow meters		AA.8340.400.000	Transmission & Distribution - CE - Contr	39.59		
<b><u>Amazon Business Total</u></b>					1,272.86		
<b>Baker &amp; Taylor 11768</b>							
9/10/2025	5019656862 Book orders		LL.7410.400.000	Library CE - Contracts	35.83		
9/24/2025	5019663038 Book order		LL.7410.400.000	Library CE - Contracts	18.83		
<b><u>Baker &amp; Taylor Total</u></b>					54.66		
<b>Ballston Lake Auto Care 11812</b>							
9/25/2025	51103 Clamp		AA.1640.400.000	Central Garage CE - Contracts	78.60		
<b><u>Ballston Lake Auto Care Total</u></b>					78.60		
<b>Ballston Spa Business &amp; Profes 11857</b>							
10/09/2025	20251009 Grant money rec'd		AA.6410.400.000	Publicity CE	3,500.00		
<b><u>Ballston Spa Business &amp; Profes Total</u></b>					3,500.00		

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Bartlett, Pontiff, Stewart & Rhodes,	9/15/2025	1442520 Litigation	11741	AA.1420.400.000	Attorney CE	115.00		
	9/15/2025	1442521 Special Zoning		AA.1420.400.000	Attorney CE	300.00		
	9/15/2025	1442522 General		AA.1420.400.000	Attorney CE	5,500.00		
	9/15/2025	1442523 Local laws		AA.1420.400.000	Attorney CE	3,575.00		
	<b>Bartlett, Pontiff, Stewart &amp; Rhodes, P.C. Total</b>						<b>9,490.00</b>	
Bowers Jr., Glenn			11808					
	11/01/2025	20251101 HI		AA.9089.800.000	Other EB (Sect. 125) EB	100.00		
<b>Bowers Jr., Glenn Total</b>						<b>100.00</b>		
Captain Community Human Services			11813					
	9/22/2025	Q32025VBWEXP Wellness transp. Q3		AA.5680.400.000	Transportation (Shuttle Bus) CE	1,875.00		
<b>Captain Community Human Services Total</b>						<b>1,875.00</b>		
Center Point Large Print			11749					
	9/01/2025	2192503 Book order		LL.7410.400.000	Library CE - Contracts	101.88		
<b>Center Point Large Print Total</b>						<b>101.88</b>		
Curtis Lumber Company, Inc.			11805					
	9/15/2025	2509-115189 2x4 12"/2x4 8'		AA.5110.400.000	Street Administration CE - Contracts	18.10		
	9/16/2025	2509-121053 2x4 14'/2x4-14'		AA.7110.400.000	PARKS - Wlswall & Iron Spring CE - Contr	20.25		
	9/19/2025	2509-136579 Concrete		AA.5110.400.000	Street Administration CE - Contracts	23.38		
	9/22/2025	2509-147626 Mortar		AA.5110.400.000	Street Administration CE - Contracts	61.74		
	9/23/2025	2509-151726 UF Outlet		AA.3412.400.000	Union Fire Dept CE - Contracts	58.24		
	10/06/2025	2510-210588 Mortar mix		AA.5110.400.000	Street Administration CE - Contracts	91.40		
<b>Curtis Lumber Company, Inc. Total</b>						<b>273.11</b>		
Daigle Cleaning Systems, Inc			11775					
	7/01/2025	28772 July adj armt due since Library was closed		LL.7410.400.000	Library CE - Contracts	384.62		
	10/01/2025	29357 VO-Cleaning		AA.1620.400.000	Buildings CE - 66 Front St. - Contracts	295.00		

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<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Voucher #</u>	<u>Distribution Acct</u>	<u>Account Description</u>	<u>AP Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
<u>Datgle Cleaning Systems, Inc Total</u>	10/01/2025	29414 Library		LL.7410.400.000	Library CE - Contracts	500.00		
<u>Daily Gazette</u>			11756			1,179.62		
	9/16/2025	34381 Zoning listing		AA.8010.400.000	Zoning CE	25.30		
	9/25/2025	34862 PBA notice		AA.8020.400.000	Planning CE	22.00		
	9/30/2025	35030 Inv to bid old mill pump updates		AA.8340.400.000	Transmission & Distribution - CE - Contr	131.45		
<u>Daily Gazette Total</u>						178.75		
<u>Dival Safety Equipment, Inc</u>			11822			229.52		
	9/15/2025	3781146 Kochek Adapter		AA.3412.400.000	Union Fire Dept CE - Contracts	229.52		
<u>Dival Safety Equipment, Inc Total</u>						229.52		
<u>Ferguson Waterworks</u>			11832			472.23		
	9/29/2025	0010790 VLVs x12		AA.8340.400.000	Transmission & Distribution - CE - Contr	472.23		
<u>Ferguson Waterworks Total</u>						472.23		
<u>FISHER ASSOCIATES P.E.</u>			11794			2,610.00		
	9/23/2025	20250923 Zoning finalization- 230693.01		AA.8010.400.000	Zoning CE	2,610.00		
<u>FISHER ASSOCIATES P.E. Total</u>						2,610.00		
<u>HOOPLA</u>			11772			193.04		
	10/01/2025	507823665 Digital acct		LL.7410.400.000	Library CE - Contracts	193.04		
<u>HOOPLA Total</u>						193.04		
<u>Infinity Aggregates</u>			11807			121.79		
	9/13/2025	10909 crusher run		AA.5110.400.000	Street Administration CE - Contracts	121.79		
<u>Infinity Aggregates Total</u>						121.79		
<u>Jean Bartlett</u>			11780			4.55		
	10/06/2025	20251001 Taxes overpaid- Refund FY 2025 2		AA.1001.000.000	Real Property Tax	4.55		
<u>Jean Bartlett Total</u>						4.55		
<u>Jointa Lime Company</u>			11858			37,836.49		
	10/06/2025	2025-286-01 Asphalt Milling and paving		AA-5112.201.000	Permanent Improvements (CHIPS)	37,836.49		
<u>Jointa Lime Company Total</u>						37,836.49		

# Village of Ballston Spa Abstract of Audited Vouchers from 9/23/2025 to 10/14/2025

<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Voucher #</u>	<u>Distribution Acct</u>	<u>Account Description</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>	
Labella Associates, Dpc	5/31/2025	0266238 0266238 11 E High code review	11815	AA.8020.400.000	Planning CE	825.00			
<u>Labella Associates, Dpc Total</u>							<u>825.00</u>		
Mahoneynotify-Plus, Inc.	9/15/2025	0533366-IN ISOPROX thin cards	11799	AA.3412.400.000	Union Fire Dept CE - Contracts	287.70			
	9/15/2025	0533366-IN ISOPROX thin cards		AA.3412.400.000	Union Fire Dept CE - Contracts	0.59			
<u>Mahoneynotify-Plus, Inc. Total</u>							<u>288.29</u>		
Marozzi, Gina	9/21/2025	20250921 FF day- storage container, glue, tape- reimb,	11823	AA.7550.400.000	Celebrations CE	123.12			
<u>Marozzi, Gina Total</u>							<u>123.12</u>		
Marshall And Sterling Ins.	9/03/2025	3497840 Chalice appraisal	11821	AA.1910.400.000	Unallocated Insurance CE	12.00			
<u>Marshall And Sterling Ins. Total</u>							<u>12.00</u>		
McCann, Melissa	9/18/2025	20250918 Conference Mtg/parking	11791	AA.1325.400.000	Treasurer CE	194.41			
<u>McCann, Melissa Total</u>							<u>194.41</u>		
MES Municipal Emergency Services	9/03/2025	IN2332325 Coat/Pant/Liners	11826	AA.3411.400.000	E.M.L. Fire Dept CE - Contracts	9,985.98			
<u>MES Municipal Emergency Services Total</u>							<u>9,985.98</u>		
NAPA *Saratoga Auto Supply	9/19/2025	154290 Rubber clamp	11847	AA.1640.400.000	Central Garage CE - Contracts	10.48			
	9/29/2025	156262 Z hose fitting x 2		AA.1640.400.000	Central Garage CE - Contracts	71.28			
	9/29/2025	156358 Z hose fitting x 4		AA.1640.400.000	Central Garage CE - Contracts	54.90			
<u>NAPA *Saratoga Auto Supply Total</u>							<u>136.66</u>		
NYS Association of City and Village	10/01/2025	20251001 D. Clerk Membership	11752	AA.1920.400.000	Municipal Association Dues CE	50.00			
<u>NYS Association of City and Village Clerks Total</u>							<u>50.00</u>		

# Village of Ballston Spa Abstract of Audited Vouchers from 9/23/2025 to 10/14/2025

Claimant

Invoice Date	Invoice Description	Voucher #	Distribution Acct	Account Description	A/P Owed	Chk #	Chk Date
<b>NYS Conference of Mayors</b>							
6/02/2025	4994 membership	11751	AA.1920.400.000	Municipal Association Dues CE	2,657.00		
9/15/2025	20250829 Fall training Conference attendance x 2		AA.1325.400.000	Treasurer CE	585.00		
9/15/2025	20250829 Fall training Conference attendance x 2		AA.1325.400.000	Treasurer CE	292.50		
9/15/2025	20250829 Fall training Conference attendance x 2		AA.1410.400.000	Village Clerk CE - Contracts	292.50		
<b><u>NYS Conference of Mayors Total</u></b>					<b>3,827.00</b>		
<b>NYS Society of Municipal Finance</b>							
10/01/2025	20251001 Treasurer Membership	11753	AA.1920.400.000	Municipal Association Dues CE	50.00		
10/02/2025	20251002 D. Treasurer- Membership		AA.1920.400.000	Municipal Association Dues CE	50.00		
<b><u>NYS Society of Municipal Finance Officers Total</u></b>					<b>100.00</b>		
<b>O'REILLY AUTO PARTS</b>							
9/08/2025	6706-133230 Rust prevent	11744	AA.3411.400.000	E.M.L. Fire Dept CE - Contracts	11.99		
<b><u>O'REILLY AUTO PARTS Total</u></b>					<b>11.99</b>		
<b>Pace Analytical Service, LLC</b>							
9/17/2025	2570119203 Water testing	11854	AA.8340.400.000	Transmission & Distribution - CE - Contr	142.00		
<b><u>Pace Analytical Service, LLC Total</u></b>					<b>142.00</b>		
<b>Pallette Stone Corporation</b>							
9/15/2025	542500 Frame/ Grate/ Riser	11844	AA.8140.400.000	Storm Sewers (Drainage) CE	488.00		
9/17/2025	542526 High frame/ grate		AA.8140.400.000	Storm Sewers (Drainage) CE	1,270.00		
9/18/2025	542532 Riser x 3		AA.8140.400.000	Storm Sewers (Drainage) CE	606.00		
9/22/2025	542558 4" frame		AA.8140.400.000	Storm Sewers (Drainage) CE	278.00		
9/22/2025	542560 Riser		AA.8140.400.000	Storm Sewers (Drainage) CE	163.00		
9/23/2025	257153 Asphalt adj		AA.5110.400.000	Street Administration CE - Contracts	180.51		
9/27/2025	257366 Asphalt adj		AA.5110.400.000	Street Administration CE - Contracts	182.32		
9/27/2025	257367 Malta ave- concrete/ short load- sidewalk repair		AA.5110.400.000	Street Administration CE - Contracts	1,289.88		

# Village of Ballston Spa Abstract of Audited Vouchers from 9/23/2025 to 10/14/2025

<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Voucher #</u>	<u>Distribution Acct</u>	<u>Account Description</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
<u>Paillette Stone Corporation Total</u>	9/30/2025	257517 Asphalt adj. CHIPS		AA.5112.201.000	Permanent Improvements (CHIPS)	300.85		
	9/30/2025	257518 PAVING- Chesterwood/Low St/Washington		AA.5112.401.000	Permanent Improvement (CHIPS)	62,730.23		
						<u>67,488.79</u>		
<u>Pitney Bowes Bank Inc</u>			11787					
	10/06/2025	20251006 Postage Sept		AA.1110.400.000	Justices CE	29.89		
	10/06/2025	20251006 Postage Sept		AA.1410.400.000	Village Clerk CE - Contracts	112.46		
	10/06/2025	20251006 Postage Sept		AA.3120.400.000	Police CE - Other	1.48		
	10/06/2025	20251006 Postage Sept		AA.3620.400.000	Safety Inspection CE	13.40		
	10/06/2025	20251006 Postage Sept		AA.8010.400.000	Zoning CE	42.28		
	10/06/2025	20251006 Postage Sept		AA.8340.400.000	Transmission & Distribution - CE - Conit	20.88		
	10/06/2025	20251006 Postage Sept		LL.7410.400.000	Library CE - Contracts	12.58		
	10/06/2025	20251006 Postage Sept		AA.8020.400.000	Planning CE	2.72		
<u>Pitney Bowes Bank Inc Total</u>						<u>235.69</u>		
<u>Ray Audio Video</u>			11748					
	9/23/2025	I-213408 Library work		HH.3989.000.101	State Aid, Other Home and Community Services	7,414.98		
<u>Ray Audio Video Total</u>						<u>7,414.98</u>		
<u>Richard Guyer</u>			11782					
	10/06/2025	20251006 Taxes overpaid- Refund FY 2025-2		AA.1001.000.000	Real Property Tax	3.94		
<u>Richard Guyer Total</u>						<u>3.94</u>		
<u>Saratoga County Chamber Of</u>			11745					
	9/23/2025	35584 Membership		AA.1920.400.000	Municipal Association Dues CE	495.00		
<u>Saratoga County Chamber Of Commerce Total</u>						<u>495.00</u>		
<u>Sherwin Williams Co.</u>			11851					
	9/16/2025	80431220740925 Stripping and Transducer		AA.5110.400.000	Street Administration CE - Contracts	251.12		
<u>Sherwin Williams Co. Total</u>						<u>251.12</u>		

# Village of Ballston Spa Abstract of Audited Vouchers from 9/23/2025 to 10/14/2025

<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Voucher #</u>	<u>Distribution Acct</u>	<u>Account Description</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
<b>Slack Chemical Company</b>	9/10/2025	492784 Chemicals	11853	AA.8340.400.000	Transmission & Distribution - CE - Contr	4,816.04		
<b><u>Slack Chemical Company Total</u></b>								
<b>Southern Adirondack Library Sy</b>	10/01/2025	10943 Sept Fees	11771	LL.7410.400.000	Library CE - Contracts	951.84		
<b><u>Southern Adirondack Library Sy Total</u></b>								
<b>Stanko And Sons</b>	9/09/2025	20250909 EML- AC- repair	11818	AA.3411.400.000	E.M.L. Fire Dept CE - Contracts	330.00		
<b><u>Stanko And Sons Total</u></b>								
<b>Staples</b>	10/12/2025	6042300216 Copy paper- VO, ppr clip -PD	11824	AA.1410.400.000	Village Clerk CE - Contracts	59.96		
	10/12/2025	6042300216 Copy paper- VO, ppr clip -PD		AA.3120.400.000	Police CE - Other	2.93		
<b><u>Staples Total</u></b>								
<b>Ti Sales, Inc</b>	9/19/2025	INV0189469 neptune x 10	11849	AA.8340.400.000	Transmission & Distribution - CE - Contr	1,626.00		
<b><u>Ti Sales, Inc Total</u></b>								
<b>TMC Lawn and Landscaping</b>	10/01/2025	20251001 Oct 2025	11732	AA.7140.400.000	Playgrounds/Kelly Park CE	3,118.33		
	10/03/2025	2037 854 act: 51 Center St Clean up- Removed trash/Trimmed Trees/ Brush/ weeding and mowing the yard to code.		AA.7140.400.000	Playgrounds/Kelly Park CE	985.00		
<b><u>TMC Lawn and Landscaping Total</u></b>								
<b>Tymetal Corp</b>	9/30/2025	88874 tarco leaf box	11843	AA.5110.400.000	Street Administration CE - Contracts	11,184.00		
<b><u>Tymetal Corp Total</u></b>								
<b>Udlig Ny, Inc</b>	9/30/2025	25090820	11829	AA.8340.400.000	Transmission & Distribution - CE - Contr	104.00		
<b><u>Udlig Ny, Inc Total</u></b>								

# Village of Ballston Spa Abstract of Audited Vouchers from 9/23/2025 to 10/14/2025

Claimant	Invoice Date	Invoice Description	Voucher #	Distribution Acct	Account Description	A/P Owed	Chk #	Chk Date
Vector Solutions	10/01/2025	127484 Vector Check-it	11803	AA.3410.400.000	Fire Chiefs CE - Contracts	1,575.00		
	<b>Vector Solutions Total</b>						<u>1,575.00</u>	
W.B. Mason Co, Inc.	9/05/2025	256636465 Glass cleaner- Case	11833	AA.1640.400.000	Central Garage CE - Contracts	65.24		
	9/16/2025	256877661 Water		AA.1410.400.000	Village Clerk CE - Contracts	53.92		
	10/02/2025	257281388 Cooler rental		AA.1410.400.000	Village Clerk CE - Contracts	3.99		
	<b>W.B. Mason Co, Inc. Total</b>						<u>123.15</u>	
<b>Total for Voucher Type: Regular</b>						<u>177,922.31</u>		
<b>Total:</b>								
Prepaid						92,582.84		
Prior Year						131.84		
Regular						177,922.31		
Total						<u>270,636.99</u>		



# Village of Ballston Spa

Saratoga County Seat  
66 FRONT STREET

Ballston Spa, NY 12020

## SPECIAL EVENTS APPLICATION

Today's Date : 10/8/25

### EVENT INFORMATION:

Name, Title and contact information for Event: 1st Annual Charlie Kirk Day  
Wiswall Park

Purpose of Event: To Celebrate Charlie Kirks Birthday + Life

Name of Event: 1st Annual Charlie Kirk Day

Location of Event: Wiswall Park

Date of Event: 10/15/25 Time of Event: 7pm - 9pm

Date and Time for Set Up: 10/15/25 5:30 Date and Time for Take Down: 9:00

Event Activities: Speech's, music,

*(Entertainment, vending, gaming, fireworks, etc. Please attach any additional information. Please be advise that all outside vendors and entertainment shall fill out a vendor permit application)*

Name of Owner of Facilities or Property: \_\_\_\_\_

Facilities Manager and contact information: \_\_\_\_\_

Number of people expected to attend event: \_\_\_\_\_

Will Alcoholic Beverages be served? Yes /  No Sold? Yes /  No

Does the Event require Fire/EMT equipment? Yes /  No Does the Event require DPW employees? Yes /  No

### ADDITIONAL REQUIREMENTS:

- Attach Site Map of event, which includes a sketch or map, schedule of events and/or parade routes showing street closures/barricades, booths, beer garden, stage set-up or any other activities relating to the event and event site. Please include street names, boundaries marked on map, placement of any barricades, fencing, tables, tents etc.
- Attach Certificate of Insurance with a minimum of \$2 Million and naming the Village of Ballston Spa as additional insured.
- Attach other permits (DOH, SLA, etc)

I shall indemnify and hold the County/Village, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions in performance of this Application.

  
Authorized Event Signature

10/8/25  
Date

# Village of Ballston Spa

Saratoga County Seat  
66 FRONT STREET

Ballston Spa, NY 12020

## SPECIAL EQUIPMENT/ SERVICES REQUESTED:

Item	Quantity	Details – locations, types, sizes, etc.
Police:		
Traffic control		
Street Closings		
Security (company)		
Streets:		
Barricades		
Stop signs		
Traffic cones		
Water:		
Water test		
Sewer:		
Port-a-johns		
Grease barrels		
Electric:		
Power needs		Speakers
Additional power		
Fire/ EMS:		
Fire-fighting equipment		
First aid needs		
Codes:		
Tents -(sizes, certified, stakes covered)		
Access - crowd movement		
Parks:		
Trash cans		
Trash removal		
Parking		
NYS DOT: Road Closure		

VILLAGE OF BALLSTON SPA DPW-NY #44427 (2 lots)

All items closed

2 results

Lot # 0002

Default Sort



(#2) Husqvarna LTH130 40" Riding Mower

High Bidder:

Hogan202

Current Bid:(bids: 9)

\$55.00

Min Bid:

\$60.00

Bid Increment: ?

\$5.00

Buyer's Premium: ?

Time Remaining:

12.77%

Closed

Lot # 0003



### (#3) Bolens Model 1032 32" Snow Blower with Cab

High Bidder:

Current Bid:(bids: 10)

Min Bid:

Bid Increment: ?

Buyer's Premium: ?

Time Remaining:

minemineminemine

\$85.00

\$90.00

\$5.00

12.77%

Closed

2 results

## AGREEMENT

This Agreement is made on the 14th day of October, 2025, by and between the **VILLAGE OF BALLSTON SPA**, a municipal corporation with offices located at 66 Front Street, Ballston Spa, New York, 12020, hereinafter referred to as the "Village" and the **BALLSTON AREA SENIOR CITIZENS**, a NY not for profit organization with an address of 310 Northline Road, Ballston Spa, NY 12020, hereinafter referred to as "Organization."

**WHEREAS**, the Village of Ballston Spa is interested in and dedicated to the improvement and enrichment of the quality of life for the citizens of the Village, through the sponsorship of activities provided by the Organization, including but not limited to providing programs for seniors to participate in day trips, dinners, crafts, bingo, dancing, golfing, and presentations by speakers on a variety of topics; and

**WHEREAS**, the Village deems it to be in the best interests of the health and welfare of the community to have the activities and services provided by the Organization; and

**WHEREAS**, the Organization would be unable to continue to provide the programming without the financial support of the communities it serves.

**NOW, THEREFORE, IT IS AGREED**, the Village and the Organization specifically agree as follows:

1. **Term:** The Term of this Agreement shall run from June 1, 2025 to May 31, 2026.
2. **Termination:** It is further agreed that this Agreement may be terminated by either party upon thirty (30) days' notice, with the amounts to be paid hereunder to be prorated accordingly.
3. **Programs:** The Organization will continue to operate and will substantially provide the programs that it has provided in the preceding year which serve the residents of the Village of Ballston Spa.
4. **Contribution:** The Village agrees to contribute to the Organization the sum of \$12,500.00 during the term of this Agreement, which sums will help defray a portion of the expenses of the programming provided by the Organization. However, in the event the programs run by the Organization are substantially reduced, cancelled or do not take place because the Organization chooses to no longer provide the activities, then said funds shall be forfeited, and not paid by the Village, or if already paid, shall be refunded by the Organization to the Village.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth next to their respective names.

**VILLAGE OF BALLSTON SPA:**

**BALLSTON AREA SENIOR CITIZENS:**

\_\_\_\_\_  
BY: FRANK S. ROSSI, II, Mayor

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

## AGREEMENT

This Agreement is made on the 14<sup>th</sup> of October, 2025, by and between the **VILLAGE OF BALLSTON SPA**, a municipal corporation with offices located at 66 Front Street, Ballston Spa, New York, 12020, hereinafter referred to as the "Village" and the **BALLSTON AREA RECREATION COMMISSION**, a NY not for profit organization with an address of 61 Eastern Avenue, Ballston Spa, NY 12020, hereinafter referred to as "Organization."

**WHEREAS**, the Village of Ballston Spa is interested in and dedicated to the improvement and enrichment of the quality of life for the citizens of the Village, through the sponsorship of activities provided by the Organization, including but not limited to providing programs for youth and families such as youth team sports, enrichment classes, family ski/snowboarding, camps, theater, and arts programs; and

**WHEREAS**, the Village deems it to be in the best interests of the health and welfare of the community to have the activities and services provided by the Organization; and

**WHEREAS**, the Organization would be unable to continue to provide the programming without the financial support of the communities it serves.

**NOW, THEREFORE, IT IS AGREED**, the Village and the Organization specifically agree as follows:

1. **Term:** The Term of this Agreement shall run from June 1, 2025 to May 31, 2026.
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3. **Programs:** The Organization will continue to operate and will substantially provide the programs that it has provided in the preceding year which serve the residents of the Village of Ballston Spa.
4. **Contribution:** The Village agrees to contribute to the Organization the sum of \$12,100.00 during the term of this Agreement, which sums will help defray a portion of the expenses of the programming provided by the Organization. However, in the event the programs run by the Organization are substantially reduced, cancelled or do not take place because the Organization chooses to no longer provide the activities, then said funds shall be forfeited, and not paid by the Village, or if already paid, shall be refunded by the Organization to the Village.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth next to their respective names.

**VILLAGE OF BALLSTON SPA:**

**BALLSTON AREA RECREATION COMMISSION:**

\_\_\_\_\_  
BY: FRANK S. ROSSI, II, Mayor

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

# TREASURER'S REPORT

## OCTOBER 14, 2025

### Utility Billing and Taxes

Utility customers whose properties are *inside* the Village of Ballston Spa can still pay their utility bills either by mailing or dropping off a payment to the Village office. We also have a link on the Village website to pay via credit card.

Any balances for residents whose properties are *outside* the Village of Ballston Spa were relieved to the town that their property is in-Town of Malta, Town of Ballston, Town of Milton, City of Saratoga in early October.

For any balance on taxes due to Village of Ballston Spa have been relieved to Saratoga County and will be billed through them.

### Revenues through September 2025

- Total Year-to-date Revenues on the Statement of Revenues and Expenditures in the General Fund are \$3,321,756.
- Major revenues recorded in September were:
  - Real Property Tax of \$8,361.53 was collected as of September 30, 2025. \$65,351.01 was collected in Real Property Tax Interest & Penalty.
  - Metered Water Sales collected are \$115,989.35 and Sewer collected were \$18,995.89. Penalties for Water collected were \$4,169.92 and penalties for Sewer collected were \$414.02.
  - Gross Utilities Tax of \$17,235.83 have been received thus far.

### Bank Reconciliations

Bank reconciliations for the month of September were emailed to the Board of Trustees on October 10, 2025.

**VILLAGE OF BALLSTON SPA DPW-NY #44038 (9 lots)**

All items closed

9 results

Default Sort

Lot # 0001



**(#6) 2006 Wacker RD11A Smooth Drum Compactor**

High Bidder:	trhighway
Current Bid:(bids: 102)	\$5,700.00
Min Bid:	\$5,800.00
Bid Increment: ?	\$100.00
Buyer's Premium: ?	12.77%
Time Remaining:	Closed
	(bidding was extended)

Lot # 0001A



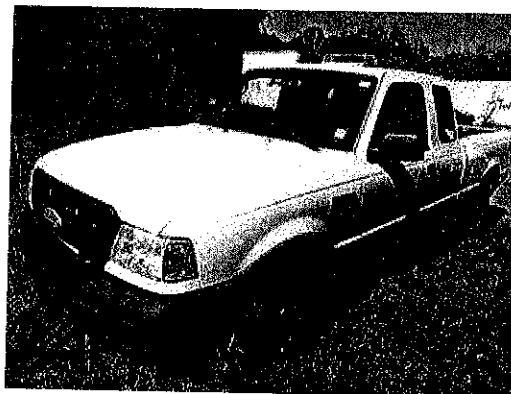




**(#7) 2007 Ford Ranger Super Cab Pickup Truck**

High Bidder:	Igottahaveit
Current Bid:(bids: 57)	\$710.00
Min Bid:	\$720.00
Bid Increment: ?	\$10.00
Buyer's Premium: ?	12.77%
Time Remaining:	Closed

**Lot # 0001B**



**(#8) 2007 Ford Ranger Pickup Truck**

High Bidder:	GarryB
Current Bid:(bids: 69)	\$2,850.00
Min Bid:	\$2,900.00
Bid Increment: ?	\$50.00
Buyer's Premium: ?	12.77%
Time Remaining:	Closed

(bidding was extended)

**Lot # 0002**





**(#1) Case 12" Digging Bucket**

High Bidder:	GarryB
Current Bid:(bids: 9)	\$130.00
Min Bid:	\$135.00
Bid Increment: ?	\$5.00
Buyer's Premium: ?	12.77%
Time Remaining:	Closed

**Lot # 0002A**



**(#2) Geith 48" Ditching Bucket**

High Bidder:	capital
Current Bid:(bids: 31)	\$460.00
Min Bid:	\$470.00
Bid Increment: ?	\$10.00
Buyer's Premium: ?	12.77%
Time Remaining:	Closed

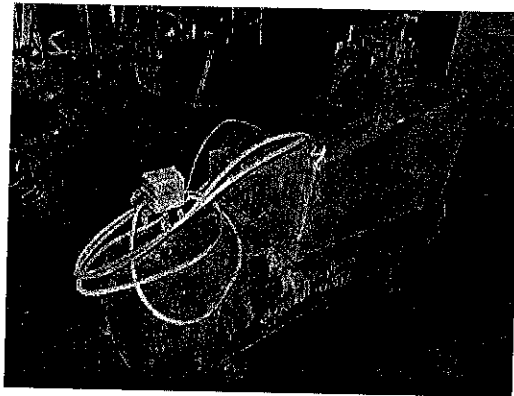
(bidding was extended)

**Lot # 0003**



[REDACTED]

Lot # 0004



**(#4) Quincy Model 325 Air Compressor**

High Bidder:	richdove
Current Bid:(bids: 59)	\$220.00
Min Bid:	\$230.00
Bid Increment: ?	\$10.00
Buyer's Premium: ?	12.77%
Time Remaining:	Closed

Lot # 0005

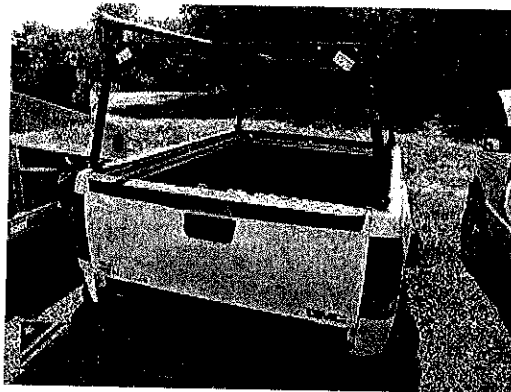




**(#5) Scotchlite VAL-1 Heat Lamp Applicator / Sign Making Machine**

Current Bid:	\$0.00
Min Bid:	\$25.00
Bid Increment: ?	\$1.00
Buyer's Premium: ?	12.77%
Time Remaining:	Closed

**Lot # 0009**



**(#9) 2008 GMC Sierra 8' Box with Ladder Rack**

High Bidder:	moose0717
Current Bid:(bids: 90)	\$960.00
Min Bid:	\$970.00
Bid Increment: ?	\$10.00
Buyer's Premium: ?	12.77%
Time Remaining:	Closed

SERIAL BOND RESOLUTION DATED OCTOBER 14, 2025

A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT AT A COST UP TO \$1,236,000 AND THE ISSUANCE OF \$1,100,000 SERIAL BONDS OF THE VILLAGE OF BALLSTON SPA, SARATOGA COUNTY, NEW YORK FOR THE PURCHASE OF ONE (1) VACUUM TRUCK, ONE (1) STREET SWEEPER, TWO (2) DUMP TRUCKS, ONE (1) LOADER AND ONE (1) PICKUP TRUCK WITH PLOW.

WHEREAS, on October 14, 2025 the Board of Trustees of the Village of Ballston Spa desires to authorize the purchase of equipment at a cost up to \$1,236,000 and the issuance of \$1,100,000 serial bonds of the Village of Ballston Spa, Saratoga County, New York for the purchase of one (1) Vacuum Truck, one (1) Street Sweeper, two (2) Dump Trucks, one (1) Loader, and one (1) Pickup Truck with Plow at a total maximum cost of \$1,236,000, or so much thereof as may be necessary is to be paid from the proceeds of the obligations issued pursuant to the Local Finance Law,

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees of the Village of Ballston Spa, Saratoga County, New York, hereby authorizes the purchase of one (1) Vacuum Truck, one (1) Street Sweeper, two (2) Dump Trucks, one (1) Loader, and one (1) Pickup Truck with Plow at a cost not to exceed \$1,236,000.
2. The specific object or purpose for which obligations are to be issued pursuant to the resolution is for the purchase of one (1) Vacuum Truck, one (1) Street Sweeper, two (2) Dump Trucks, one (1) Loader, and one (1) Pickup Truck with Plow.
3. The current maximum cost of the aforesaid specific object or purpose of this resolution is \$1,236,000, and the plan for the financing thereof is to obtain a Community Facility Program Grant in the amount of \$136,000, and to issue serial bonds of said Village pursuant to

the Local Finance Law up to \$1,100,000 for the amount of the balance of the cost of one (1) Vacuum Truck, one (1) Street Sweeper, two (2) Dump Trucks, one (1) Loader, and one (1) Pickup Truck with Plow, which amount may be further offset by additional New York State or Federal grants obtained by the Village of Ballston Spa, and other funds of the Village of Ballston Spa. Such bonds are to be payable from amounts which shall annually be levied on all the taxable real property in said Village, and the faith and credit of said Village of Ballston Spa, Saratoga County, New York, are hereby pledged for the payment of said bonds and the interest thereon.

4. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen (15) years, pursuant to subdivision (28) of Paragraph a of Section 11.00 of the Local Finance Law.

5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bonds or bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Mayor of the Board of the Village of Ballston Spa, the chief fiscal officer, or in his absence, the Village Clerk, who is the substituted chief fiscal officer. Such bonds or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be determined by said Mayor or Village Clerk, pursuant to and consistent with the provisions of the Local Finance Law.

6. This resolution is subject to a permissive referendum pursuant to Section 36 of the Local Finance Law and Article 9 of the Village Law of the State of New York.

7. The reasonably expected source of funds that may be used to initially pay the expenditures authorized by Section 1 of this resolution prior to the date of issuance of the

financing may be the Village's General Fund. If so, it is intended that the Village shall then reimburse such expenditures up to a maximum of amount of \$1,100,000 with the proceeds of the bonds and/or the bond anticipation notes authorized by this resolution and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of the bonds shall be excludable from gross income for federal income tax purposes. This resolution is intended to constitute the declaration of the Village's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the bonds and/or the bond anticipation notes authorized herein.

8. The Village hereby authorizes the repayment of the serial bonds and/or the bond anticipation notes authorized by this resolution with level debt service or compliance with the fifty percent rule.

9. The validity of such bonds and bond anticipation notes may be contested only if:

a. Such obligations are authorized for an object or purpose for which said Board of Trustees, is not authorized to spend money; or

b. The provisions of law which should be complied with as of the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

c. Such obligations are authorized in violation of the provisions of the Constitution.

10. This notice and resolution shall be published in full within ten (10) days after its adoption in the Schenectady Daily Gazette, the official newspaper of the Village, for such purpose. This resolution shall take effect thirty (30) days after its adoption and thereafter shall be published in full in the official newspaper of the Village together with a notice of the Village Clerk substantially in the form provided in Section 81.00 of the Local Finance Law.



SERIAL BOND RESOLUTION DATED OCTOBER 14, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$942,000 SERIAL BONDS OF THE VILLAGE OF BALLSTON SPA, SARATOGA COUNTY, NEW YORK FOR THE PURCHASE OF A SUTPHEN PUMPER FIRE TRUCK.

WHEREAS, on October 14, 2025 the Board of Trustees of the Village of Ballston Spa desires to authorize the purchase of a Sutphen pumper fire truck at a total maximum cost of \$942,000, or so much thereof as may be necessary is to be paid from the proceeds of the obligations issued pursuant to the Local Finance Law,

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees of the Village of Ballston Spa, Saratoga County, New York, hereby authorizes the purchase of a Sutphen pumper fire truck at a cost not to exceed \$942,000.
2. The specific object or purpose for which obligations are to be issued pursuant to the resolution is for the purchase of a Sutphen pumper fire truck.
3. The current maximum cost of the aforesaid specific object or purpose of this resolution is \$942,000, and the plan for the financing thereof is to obtain a Community Facility Program Loan and/or Grant, and to issue serial bonds of said Village pursuant to the Local Finance Law for the amount of the balance of the cost of the Sutphen pumper fire truck, which amount may be further offset by additional New York State or Federal grants obtained by the Village of Ballston Spa, and other funds of the Village of Ballston Spa. Such bonds are to be payable from amounts which shall annually be levied on all the taxable real property in said Village, and the faith and credit of said Village of Ballston Spa, Saratoga County, New York, are hereby pledged for the payment of said bonds and the interest thereon.

4. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty (20) years, pursuant to subdivision (27) of Paragraph a of Section 11.00 of the Local Finance Law.

5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bonds or bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Mayor of the Board of the Village of Ballston Spa, the chief fiscal officer, or in his absence, the Village Clerk, who is the substituted chief fiscal officer. Such bonds or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be determined by said Mayor or Village Clerk, pursuant to and consistent with the provisions of the Local Finance Law.

6. This resolution is subject to a permissive referendum pursuant to Section 36 of the Local Finance Law and Article 9 of the Village Law of the State of New York.

7. The reasonably expected source of funds that may be used to initially pay the expenditures authorized by Section 1 of this resolution prior to the date of issuance of the financing may be the Village's General Fund. If so, it is intended that the Village shall then reimburse such expenditures up to a maximum of amount of \$942,000 with the proceeds of the bonds and/or the bond anticipation notes authorized by this resolution and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of the bonds shall be excludable from gross income for federal income tax purposes. This resolution is intended to constitute the declaration of the Village's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the bonds and/or the bond anticipation notes authorized herein.

8. The Village hereby authorizes the repayment of the serial bonds and/or the bond anticipation notes authorized by this resolution with level debt service or compliance with the fifty percent rule.

9. The validity of such bonds and bond anticipation notes may be contested only if:

a. Such obligations are authorized for an object or purpose for which said Board of Trustees, is not authorized to spend money; or

b. The provisions of law which should be complied with as of the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

c. Such obligations are authorized in violation of the provisions of the Constitution.

10. This notice and resolution shall be published in full within ten (10) days after its adoption in the Schenectady Daily Gazette, the official newspaper of the Village, for such purpose. This resolution shall take effect thirty (30) days after its adoption and thereafter shall be published in full in the official newspaper of the Village together with a notice of the Village Clerk substantially in the form provided in Section 81.00 of the Local Finance Law.

August 29, 2025  
**VIA EMAIL ONLY**

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

Re: **Change Order 3**  
John Street Tank Rehabilitation  
Ballston Spa, New York

Dear Mayor Rossi,

Attached please find an electronic copy of Change Order No. 3 for the John Street Tank Rehabilitation project. This change order is required to account for delays caused by cellular carriers. A summary of change order provisions follows:

- Replace specific terms that were defined in Change Order 2 that no longer apply because of carrier delays.
- Increase the contract price by \$42,373 to compensate the Contractor for costs associated with carrier delays. As discussed, this contract amount increase should apply proportionally to AT&T, Verizon, and T-Mobile since these are the carriers that directly benefited from the Village's willingness to delay exterior tank coating.
- Change the construction completion date to dictate that exterior coating is to be completed by August 15, 2026, assuming carrier equipment is removed from the tank by March 31, 2026.
- Clarifies that invoicing for exterior coating work, including the additional \$42,373, will be invoiced after exterior coating is complete, but not before June 1, 2026.

If acceptable, please sign where indicated, keep one (1) copy for your records, and return a copy to our office and the Contractor. As always, please don't hesitate to call our office with any questions.

Very truly yours,  
LABERGE GROUP

By: 

Donald C. Rhodes, P.E.  
Project Manager

DCR: der

Encs.

C: Karla Buettner, Esq., (email only w/enc)

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\*\*\*\* CHANGE ORDER \*\*\*\*

NO.: 3

DATED: 7/16/25

PROJECT John Street Tank Rehabilitation  
 OWNER Village of Ballston Spa  
 CONTRACTOR USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc CONTRACT DATE March 15, 2024

CONTRACT FOR Water Tank Rehabilitation  
 TO: USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc (CONTRACTOR)

You are directed to make the changes noted below in the above contract:  
 Owner Village of Ballston Spa

By Frank Rossi, Mayor

Date \_\_\_\_\_

NATURE OF THE CHANGE:

- 1) Item number 5 of Change Order 2, Attachment 1, dated November 5, 2024, related to payment for extra work related to carrier equipment removal delays shall be replaced by the terms of this change order.
- 2) The Contract Price shall be increased by \$42,373.00 as compensation in full for all additional costs associated with removal of carrier attachment points from the tank, inspection and repair of interior coating that may be damaged by carrier's when removing cellular equipment, deferral of exterior coating from 2024 to 2026, including but not limited to re-mobilizing personnel and equipment, materials, labor, insurance, bonding, additional water tank drawdown, laboratory testing, and other incidental construction items.
- 3) The construction completion date shall be changed to August 15, 2026, and assumes cellular equipment will be removed from the John Street tank by March 31, 2026, allowing exterior tank coating work to commence on or before May 1, 2026. Should carrier equipment removal schedules not allow a construction start on or before May 1, 2026, additional payment for extra work may be considered as set forth in the contract documents.
- 4) Invoicing for exterior coating work, including the additional contract price set in this change order shall be invoiced after exterior coating is substantially complete, but not before June 1, 2026.

CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE & TIME:

Contract Price Prior To This Change Order	\$	<u>\$1,012,761.00</u>
Net (Increase) <del>(Decrease)</del> Resulting From This Change Order	\$	<u>42,373.00</u>
Current Contract Price Including This Change Order	\$	<u>\$1,055,134.00</u>
Contract Time Prior To This Change Order	<u>177</u>	Calendar Days,
or A Completion Date of	<u>September 15, 2024</u>	
Net (Increase) <del>(Decrease)</del> Resulting From This Change Order		Calendar Days.
Current Contract Time Including This Change Order		Calendar Days, or A Completion Date of <u>August 15, 2026</u>

THE ABOVE CHANGES ARE RECOMMENDED:

LABERGE ENGINEERING & CONSULTING GROUP LTD.

By Donald C. Rhodes, P.E.

Date 8/29/25

THE ABOVE CHANGES ARE ACCEPTED:

Contractor: USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc

By Bradley Winkler  
 PRINTED NAME: Bradley Winkler, National Director of Operations

Date August 29, 2025

Market: Upstate NY  
Cell Site Number: MRNYJ068571  
Cell Site Name: Ballston Spa Water Tank  
Search Ring Name: Ballston Spa Water Tank  
Fixed Asset Number: 10073859

## TOWER STRUCTURE LEASE AGREEMENT

THIS TOWER STRUCTURE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Village of Ballston Spa, a New York Municipal Corporation, having a mailing address of 66 Front Street, Ballston Spa, NY 12020 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, 13F Atlanta, GA 30319 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, that will be improved with a tower structure (the "**Tower**"), together with all rights and privileges arising in connection therewith, located at John Street Water tank, Village of Ballston Spa, in the County of Saratoga, State of New York (collectively, the "**Property**"). Tenant is currently collocated on Landlord's existing water tank ("**Tank**") at the Property and intends to both construct and collocate on the new Tower in accordance with the terms and conditions of this Agreement.

The parties agree as follows:

**1(A). NEW TOWER.** Tenant agrees to design, permit, and construct a new Tower at the Property that is capable of structurally supporting all tenants existing on the Tank as of the Effective Date of this Agreement, as well as two additional future tenants. Landlord shall require all existing tenants of the Tank to promptly provide Tenant with their equipment loading requirements so that Tenant can complete a tower design that is sufficient for all parties. Tenant will make commercially reasonable efforts to complete construction of the Tower by March 31, 2026, provided that Tenant shall not be responsible for any delay outside of its reasonable control, including but not limited to any delay in the permitting of the Tower due to the acts of the Village of Ballston Spa's Zoning Board of Appeals or delays caused by third parties failing to provide Tenant with necessary information to complete the Tower design.

After the construction of the Tower is complete, Tenant shall transfer ownership of the Tower to Landlord. If Tenant's communications equipment is not relocated to the Tower by March 31, 2026 (provided there was no delay outside of Tenant's control), then Tenant shall be responsible for any increase in water tank rehabilitation construction costs incurred by Landlord as a direct result of the delay. In such case, Landlord shall provide Tenant with a detailed itemized invoice documenting the increase to its actual rehabilitation construction costs within sixty (60) days of completion of the construction work ("Delay Costs"). Notwithstanding anything to the contrary, it is expressly agreed that Tenant shall not be liable to Landlord for any direct or indirect damages or costs, including any rehabilitation construction costs, Landlord incurs due to any other existing tenant on the Tank failing to relocate their equipment to the Tower by March 31, 2026. Delay Costs will be evenly split amongst any carriers not timely relocated.

The total cost the Landlord incurs to defer exterior water storage tank coating until all carrier equipment can be relocated to the Tower shall be referred to as "Coating Costs." There are currently three (3) carrier leases on the storage tank that will benefit from avoiding temporary relocation costs by delaying the exterior coating until the monopole is constructed. Therefore Tenant shall be required to reimburse the Landlord for one-third (1/3) of the final "Coating Costs".

The total cost Tenant incurs in designing and constructing the Tower shall be referred to herein as the "Total Tower Costs". Any carrier, beside Tenant, desiring to collocate on the Tower shall be required to reimburse Tenant the carrier's proportionate share of the Total Tower Costs ("Proportionate Share"). The Proportionate Share shall be calculated by dividing the Total Tower Costs by the total number of carriers installing on the tower. In the event another carrier desires to collocate on the Tower in the future, that carrier's Proportionate Share shall be divided equally between all the existing carriers on the Tower. All future leases of the Tower shall explicitly require any new tenant to pay its Proportionate Share to the existing tenants of the Tower, except for Village of Ballston Spa communication equipment or any lease to Saratoga County for emergency services communications equipment.

**1(B). LEASE OF PREMISES.** Landlord hereby leases to Tenant a portion of the Property consisting of:

(a) Approximately 170 square feet of ground space, as described on attached **Exhibit 1**, for the placement of Tenant's equipment (the "**Ground Space**");

(b) The portion of the Tower selected by Tenant and dedicated for Tenant's exclusive use and consisting of an envelope of twelve (12) contiguous vertical feet of space within which any portion of Tenant's communication equipment and improvements might be located, operated or maintained (the "**Primary RAD Space**"). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which Tenant's communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Tenant may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Tenant's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to Tenant's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(c) Those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant's utility providers) are located between the Ground Space or any Incremental Ground Space and the Primary RAD Space or any Additional RAD Space and between the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Ground Space and Primary RAD Space; and between Tenant's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Ground Space, Primary RAD Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

(d) The Tenant shall have a temporary easement across the portions of the site necessary to remove existing equipment that will no longer be needed including but not limited to cabling, antennae, signs, conduit, panels, and supports.

**2. PERMITTED USE.**

Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories, and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**" or "**Communication Facilities**"), as well as the right to test, survey, and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be

conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use s Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Tenant shall provide at notice and detailed project information to the Landlord and building department at least sixty days ahead of any modification, supplementation, upgrade, or expansion of the Communication Facility. Should the building department determine that a permit for expansion is required, a permit must be obtained prior to scheduling any work.

Landlord agrees that Tenant may use and occupy additional space on the Tower at any additional RAD center(s) (each, an "**Additional RAD**," and the additional space that AT&T uses or occupies, the "**Additional RAD Space**") upon the same terms and conditions set forth herein, except the monthly rent shall not be less than any other Tenant pays for lease of tower space, provided that such space is available or becomes available and subject to Tenant's confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Site Structure on which the Incremental Equipment is located, operated, or maintained. Tenant may also use additional ground space at the Property in increments of one square foot outside of the Ground Space, provided that such space is available or might be made available (the "**Incremental Ground Space**"). Upon Tenant's use of any Additional RAD, Additional RAD Space, or Incremental Ground Space, such RAD or space shall be deemed part of the Premises.

### 3. TERM.

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**" upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least eight (8) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Term shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.



(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term.**"

#### 4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, Two Thousand Five Hundred and 00/100dollars, (\$2,500.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In the event that Tenant uses or occupies Incremental Ground Space, Rent shall be increased by Three No/100 Dollars (\$3.00) per month per square foot of space (the "**Incremental Ground Space Rent**"). The initial amount of Incremental Ground Space Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In addition to the Additional RAD Rent, in the event that Tenant uses or occupies any Additional RAD Space and (i) Tenant has used all of the Allowed Wind Load Surface Area, (ii) structural modifications are required because Tenant's use or occupancy of the Additional RAD Space causes the Tower to exceed the maximum allowable combined stress ratio under the structural standards generally accepted within the telecommunications industry (the "**Structural Standards**"), and (iii) Tenant elects under Section 14(b) to have Landlord pay for those structural modifications, Rent shall be increased by the amount of \$0.08 per square inch of Wind Load Surface Area that exceeds the Allowed Wind Load Surface Area (the "**Incremental Use Rent**"). Otherwise, no Incremental Use Rent or other additional fees or charges shall be due and owing. The initial amount of Incremental Use Rent, if any, shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(d) Upon the commencement of each Extension Term, the monthly Rent will increase by ten percent (10%) over the applicable Rent in effect during the previous five (5) year term.

(e) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. Late payments will be subject to a 1.5% per month late fee. The provisions of this subsection shall survive the termination or expiration of this Agreement.

#### 5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute, and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

#### 6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) 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 Communication Facility as now or hereafter intended by Tenant;

or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon eight (8) months prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of Two Million and No/100 Dollars (\$2,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Tenant shall evaluate said notification and if concerns exist shall provide written details to the landlord within two weeks for resolution by the third party.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the design, construction, installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to

the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

#### 10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord ; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

(c) INTENTIONALLY DELETED.

#### 11. ENVIRONMENTAL.

(a) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations under this Agreement or representations related to environmental concerns regarding the Property or the cellular tower/equipment. Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(b) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(c) Landlord will be in compliance with all applicable laws.

12. **ACCESS.** At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys, and other instruments necessary for such Access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. "

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises, will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Landlord allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Tower to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require

structural modifications to comply with the Structural Standards, Tenant may, in its sole discretion, pay Landlord either (i) the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement. In no event shall Tenant be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(d) If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(e) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

## **15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the

reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. [Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.]

17. **NOTICES.** All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Tower Asset Group - Lease Administration  
Re: Cell Site #: MRNYJ068571; Cell Site Name: Ballston Spa Water Tank NY  
Fixed Asset #: 10073859  
1025 Lenox Park Blvd NE 3rd Floor  
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: MRNYJ068571; Cell Site Name: Ballston Spa Water Tank NY  
Fixed Asset #: 10073859  
208 S. Akard Street  
Dallas, TX 75202-4206

If to Landlord: Mayor  
Village of Ballston Spa  
66 Front Street  
Ballston Spa, NY 12020

With a copy to: Village Clerk  
Village of Ballston Spa  
66 Front Street  
Ballston Spa, NY 12020

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property, in which case all terms of this Agreement, including rent, remain in effect.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs

directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b) of this Agreement.

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 of this Agreement.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9



- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants)

incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to

time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the Effective Date.

**“LANDLORD”**

Village of Ballston Spa  
a New York Municipal Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**“TENANT”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_

Notary Public

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

My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

**LANDLORD ACKNOWLEDGMENT**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page \_\_\_ of \_\_\_

to the Tower Structure Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Village of Ballston Spa, a New York Municipal Corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Parcel 1, Tract 1: *Town of Milton*

Commencing at a point seventy-five feet of the south-east corner of lands owned by Henry Miller and being also a point on the north line of John Street seventy-five feet from the south-west corner of land now owned by the said portion of the first part and from this point which is the place of beginning and running thence north one hundred (100) feet and being seventy-five feet from and parallel to the east line of the said Miller's land and from this point which is to be the north-west corner of the land hereby conveyed a distance east of seventy-five feet to a point which is to be the north-east corner of the land hereby conveyed, thence north to the north line of John Street one hundred (100) feet which is to be the south-east corner of the land hereby conveyed, thence west along the north line of John Street seventy-five (75) feet to the place of beginning which is the south-west corner of the land hereby conveyed and being in all a parcel of land seventy-five by one hundred feet.

AND BEING the same property conveyed to The Village of Ballston Spa from Dorris J. Niensy and Phebe Ann Ninney by Deed dated October 03, 1899 and recorded January 13, 1900 in Deed Book 225, Page 462.

Parcel 1, Tract 2: *Town of Milton*

Beginning at a point on the westerly side of Rowland Street distance one hundred and fifty feet northerly from the center line of John Street, as laid down on a map of lands of Eiland C. Chapman, and running thence westerly parallel with the said center line of John Street and distant one hundred and fifty feet northerly therefrom, about four hundred and twenty (420) feet to the center line of Miller Avenue produced northerly and thence particularly on the said center line as produced, one hundred (100) feet; thence easterly parallel with the first line herein described, about four hundred and twenty (420) feet to Rowland Street, and thence easterly along the said Rowland Street to the place of beginning, containing forty two thousand (42,000) square feet, more or less, as shown on the diagram on following page. It is intended by this instrument to convey to the party of the second part, a trapezoidal piece of ground one hundred feet wide by about four hundred and twenty feet deep, upon which a portion of the pipe line of the party of the second part, passing from Rowland Street to its stand pipe, is now laid.

AND BEING the same property conveyed to Village of Ballston Spa from Helen M. Ruckerbacker by Deed dated December 17, 1901 and recorded January 07, 1902 in Deed Book 235, Page 91.

Tax Parcel No. 203.64-1-6

Parcel 2, Tract 1:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milton, County of Saratoga and State of New York, briefly described as follows: Beginning at the southwest corner of the Charles M. Arnold's lot and running thence west along the north line of John St. about seventy-five feet to the Stand Pipe Lot; thence north along the east line of said Stand Pipe Lot, one hundred feet; thence westerly twenty-five feet along the north line of said Stand Pipe Lot; thence northeasterly about seventy-one feet to the south line of lot, now owned by John Miller; thence easterly along the south line of said Miller lot, sixty-five feet; thence southeasterly about eighty-nine feet to Charles M. Arnold lot; thence along said Arnold's lot about one hundred and sixty-six feet to the place of beginning.

AND BEING the same property conveyed to Village of Ballston Spa from Louisa King Kelly, Fred King and Frances King, and Loretta King De Cora by Deed dated September 28, 1929 and recorded November 18, 1929 in Deed Book 358, Page 455; AND FURTHER CONVEYED to Village of Ballston Spa from Lacy King, Orilla King, Joseph W. King and Fred King, by Marie King, their Special Guardian by Deed dated September 28, 1929 and recorded November 18, 1929 in Deed Book 358, Page 456.

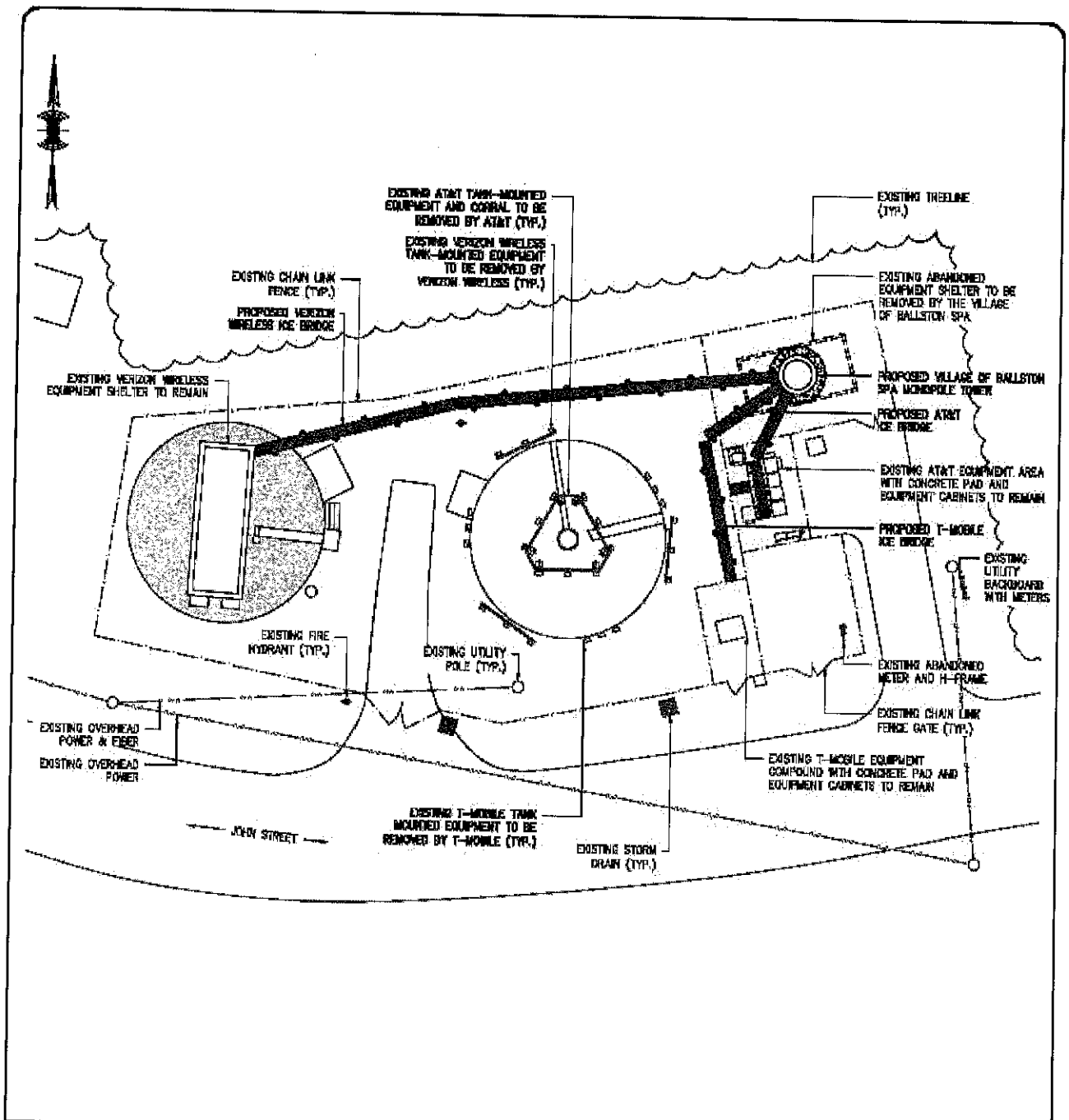
Parcel 2, Tract 2:

ALL THAT TRACT OF PARCEL OF LAND located in the Town of Milton, Saratoga County, New York bounded and described as follows: Beginning at a point where the southeast corner of the premises herein conveyed, touch the north boundary line of John Street in the Village of Ballston Spa; thence southeasterly along the north bounds of John Street a distance of about thirty-five feet to the west line of lands of one Joseph Shaeffer; thence north along said Shaeffer's west boundary line a distance of about one hundred feet to lands of the party of the second part; thence southwesterly along the lands of the party of the second part a distance of about seventy-five feet to the point and place of beginning. Being a triangular piece of land and being designated on the assessment Map of the Village of Ballston Spa, N. Y. as Lot M-20-26-106.

AND BEING the same property conveyed to Village of Ballston Spa from The Ballston Spa National Bank, Mary E. Kerley and E. Jane Kerley Gallogly by Deed dated June 18, 1942 and recorded July 07, 1942 in Deed Book 415, Page 22.

Tax Parcel No. 201.64-1-7

The Premises are described and/or depicted as follows:



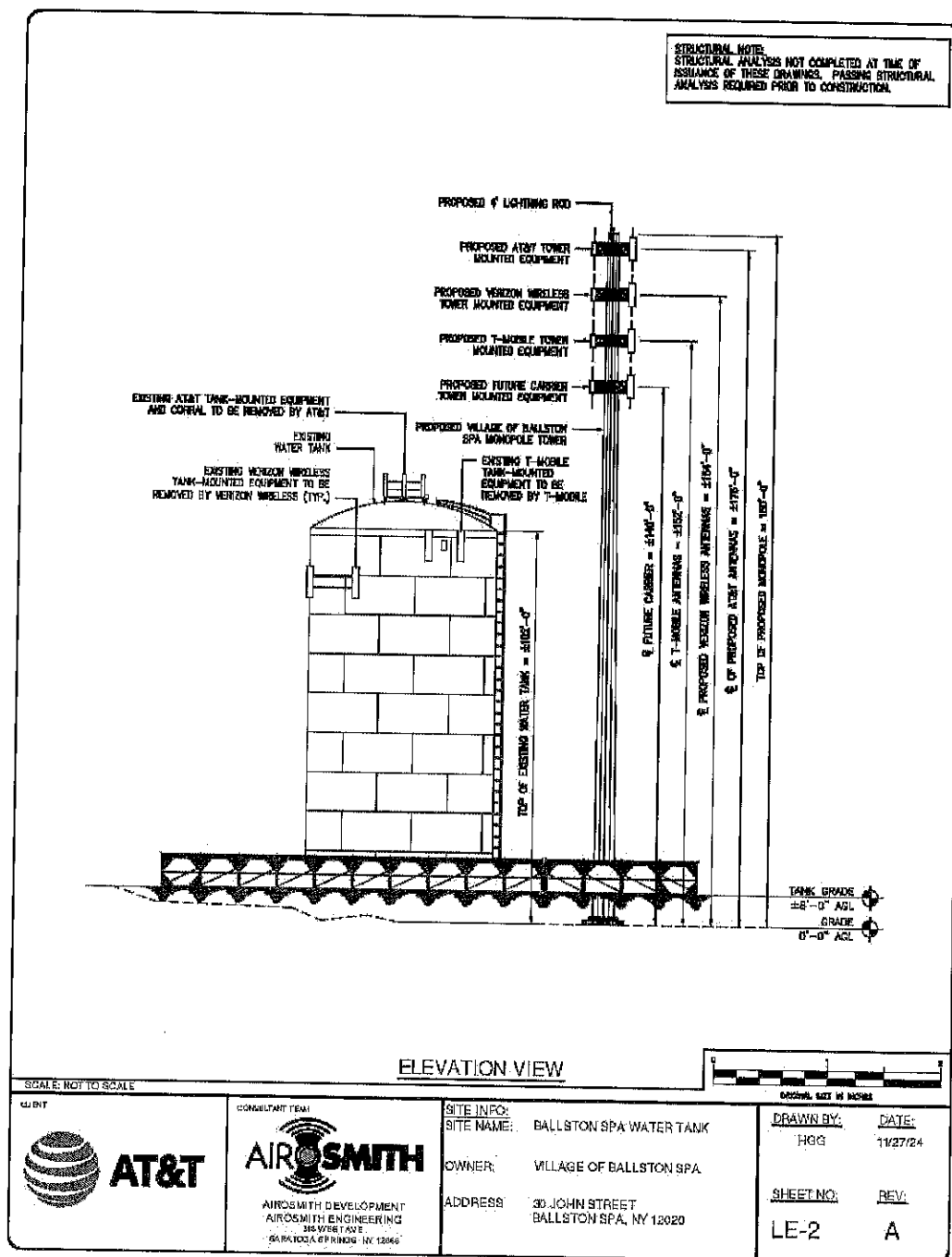
**NOTE:**  
 BASEMAPPING INFORMATION BASED ON SITE VISIT BY AIRSMITH ON 11/21/24 AND DOES NOT REPRESENT A FIELD SURVEY. INFORMATION CONTAINED WITHIN THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY AND IS SUBJECT TO CHANGE.

**OVERALL SITE PLAN**



<p>SCALE: 1" = 15' (8.5"x11")</p>		<p>ORIGINAL SIZE IN INCHES</p>		
<p>CLIENT</p>	<p>CONSULTANT FIRM</p> <p>AIRSMITH DEVELOPMENT              AIRSMITH ENGINEERING              318 WEST AVE.              SARATOGA SPRINGS, NY 12866</p>	<p>SITE INFO:</p> <p>SITE NAME: BALLSTON SPA WATER TANK</p>	<p>DRAWN BY:</p> <p>HGG</p>	<p>DATE:</p> <p>11/27/24</p>
		<p>OWNER:</p> <p>VILLAGE OF BALLSTON SPA</p>	<p>SHEET NO.:</p> <p>LE-1</p>	<p>REV.:</p> <p>A</p>
		<p>ADDRESS:</p> <p>30 JOHN STREET              BALLSTON SPA, NY 12020</p>		





**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT 10(b)**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”)**, dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address], (hereinafter called “**Mortgagee**”) and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

**WITNESSETH:**

**WHEREAS**, Tenant has entered into a certain Tower Structure Lease dated [Insert Date], 20 , (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and

**WHEREAS**, Landlord has given to Mortgagee a mortgage (the “**Mortgage**”) upon property having a street address of [Insert Address], being identified as Lot in Block in the of [Insert City], [Insert County] County, State of [Insert State] (“**Property**”), a part of which Property contains the Premises; and

**WHEREAS**, the Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount](\$ ) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] (“**Mortgage**”); and

**WHEREAS**, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant’s trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease in the exercise of Mortgagee’s rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: [Insert Landlord's Name]  
[Insert Jurisdictional State, and Entity Type]  
By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

TENANT: New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

MORTGAGEE: [Insert Mortgagee's Name]

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**ACKNOWLEDGEMENTS**

**LANDLORD**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

*1. Individual or Representative Capacity:*

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

**TENANT**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

**MORTGAGEE**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

*1. Individual or Representative Capacity:*

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

**EXHIBIT 1**

**DESCRIPTION OF PROPERTY AND PREMISES**

The Property is legally described as follows:

The Premises is legally described as follows:



**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

*[INSERT AS APPLICABLE]*

**EXHIBIT 12**  
**STANDARD ACCESS LETTER**  
[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff  
Village of Ballston Spa  
66 Front Street  
Ballston Spa, NY 12020

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with the Village of Ballston Spa permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

\_\_\_\_\_  
Landlord Signature

**EXHIBIT 24(b)**

**MEMORANDUM OF LEASE**

[FOLLOWS ON NEXT PAGE]

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Village of Ballston Spa, a New York Municipal Corporation having its principal office/residing at 66 Front Street, Ballston Spa, NY 12020 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Tower Structure Lease Agreement ("**Agreement**") on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with three (3) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

Village of Ballston Spa, a  
New York Municipal Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

New Cingular Wireless PCS, LLC  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE**

**TENANT ACKNOWLEDGMENT**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_

Notary Public

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

My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

**LANDLORD ACKNOWLEDGMENT**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

*1. Individual or Representative Capacity:*

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_

Notary Public

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

My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

Parcel 1, Tract 1: *Town of Milton*

Commencing at a point seventy-five feet east of the south-east corner of lands owned by Henry Miller and being also a point on the north line of John Street seventy-five feet from the south-west corner of land now owned by the said portion of the first part and from this point which is the place of beginning and running thence north one hundred (100) feet and being seventy-five feet from and parallel to the east line of the said Miller's land and from this point which is to be the north-west corner of the land hereby conveyed a distance east of seventy-five feet to a point which is to be the north-east corner of the land hereby conveyed, thence north to the north line of John Street one hundred (100) feet which is to be the south-east corner of the land hereby conveyed, thence west along the north line of John Street seventy-five (75) feet to the place of beginning which is the south-west corner of the land hereby conveyed and being in all a parcel of land seventy-five by one hundred feet.

AND BEING the same property conveyed to The Village of Ballston Spa from Dorris J. Ninney and Phebe Ann Ninney by Deed dated October 03, 1899 and recorded January 13, 1900 in Deed Book 223, Page 462.

Parcel 1, Tract 2: *Town of Milton*

Beginning at a point on the westerly side of Rowland Street distance one hundred and fifty feet northerly from the center line of John Street, as laid down on a map of lands of Bland G. Chapman, and running thence westerly parallel with the said center line of John Street and distant one hundred and fifty feet northerly therefrom, about four hundred and twenty (420) feet to the center line of Miller Avenue produced northerly and thence particularly on the said center line as produced, one hundred (100) feet; thence easterly parallel with the first line herein described, about four hundred and twenty (420) feet to Rowland Street, and thence easterly along the said Rowland Street to the place of beginning, containing forty two thousand (42,000) square feet, more or less, as shown on the diagram on following page. It is intended by this instrument to convey to the party of the second part, a trapezoidal piece of ground one hundred feet wide by about four hundred and twenty feet deep, upon which a portion of the pipe line of the party of the second part, passing from Rowland Street to its stand pipe, is now laid.

AND BEING the same property conveyed to Village of Ballston Spa from Helen M. Ruckerbacker by Deed dated December 17, 1901 and recorded January 07, 1902 in Deed Book 233, Page 91.

Tax Parcel No. 201.64-1-6

Parcel 2, Tract 1:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milton, County of Saratoga and State of New York, briefly described as follows: Beginning at the southwest corner of the Charles M. Arnold's lot and running thence west along the north line of John St. about seventy-five feet to the Stand Pipe Lot; thence north along the east line of said Stand Pipe Lot, one hundred feet; thence westerly twenty-five feet along the north line of said Stand Pipe Lot; thence northeasterly about seventy-one feet to the south line of lot, now owned by John Miller; thence easterly along the south line of said Miller lot, sixty-five feet; thence southeasterly about eighty-nine feet to Charles M. Arnold's lot; thence along said Arnold's lot about one hundred and sixty-six feet to the place of beginning.

---

AND BEING the same property conveyed to Village of Ballston Spa from Louisa King Kelly, Fred King and Francis King, and Loretta King De Cora by Deed dated September 28, 1929 and recorded November 18, 1929 in Deed Book 358, Page 455; AND FURTHER CONVEYED to Village of Ballston Spa from Lucy King, Orilla King, Joseph W. King and Fred King, by Marie King, their Special Guardian by Deed dated September 28, 1929 and recorded November 18, 1929 in Deed Book 358, Page 456.

Parcel 2, Tract 2:

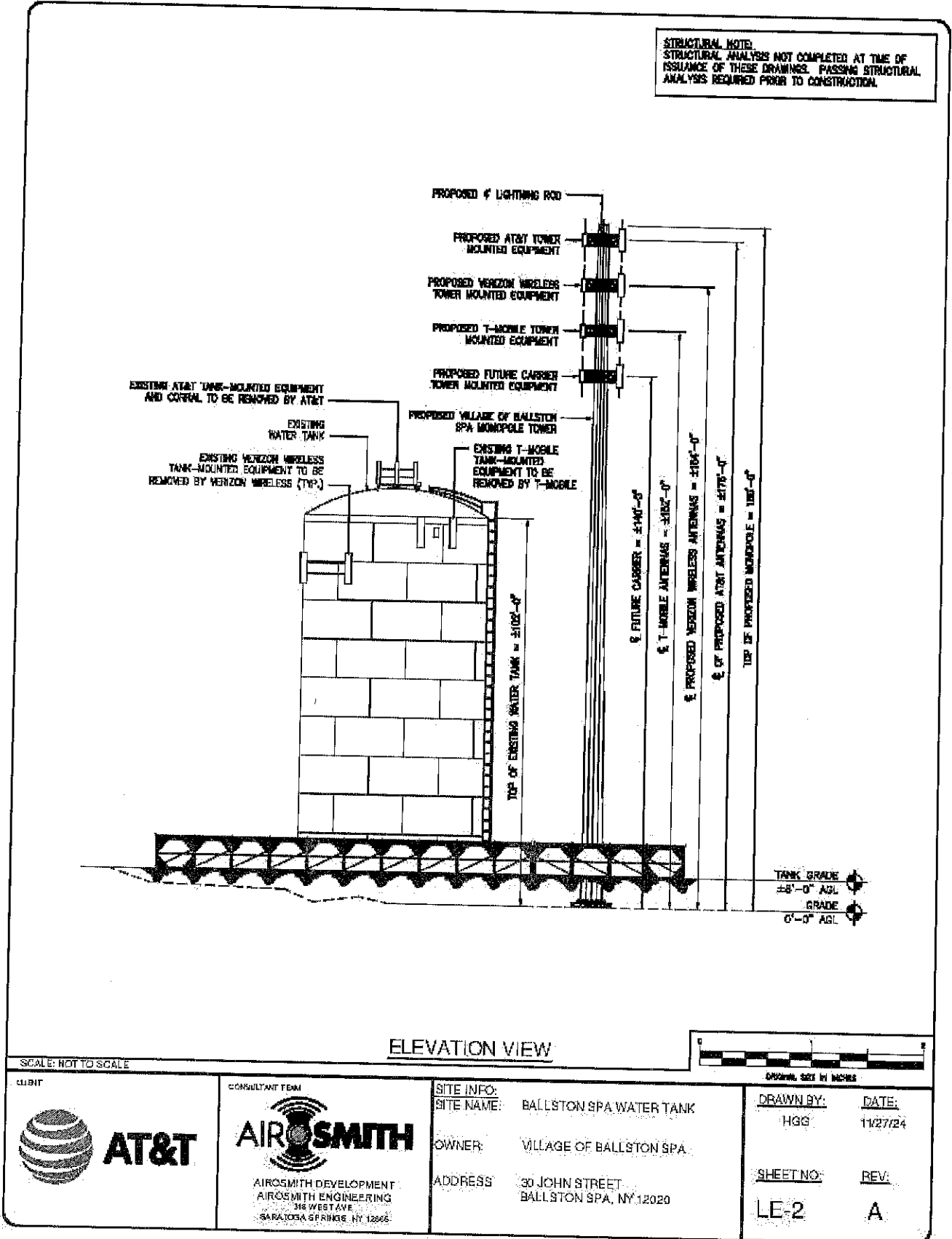
ALL THAT TRACT OF PARCEL OF LAND located in the Town of Milton, Saratoga County, New York bounded and described as follows: Beginning at a point where the southeast corner of the premises herein conveyed, touch the north boundary line of John Street in the Village of Ballston Spa; thence southeasterly along the north bounds of John Street a distance of about thirty-five feet to the west line of lands of one Joseph Shaeffer; thence north along said Shaeffer's west boundary line a distance of about one hundred feet to lands of the party of the second part; thence southwesterly along the lands of the party of the second part a distance of about seventy-five feet to the point and place of beginning. Being a triangular piece of land and being designated on the assessment Map of the Village of Ballston Spa, N. Y. as Lot M-20-26-166.

AND BEING the same property conveyed to Village of Ballston Spa from The Ballston Spa National Bank, Mary E. Karley and E. Jane Karley Gullogly by Deed dated June 18, 1942 and recorded July 07, 1942 in Deed Book 413, Page 22.

Tax Parcel No. 201.64-1-7



The Premises are described and/or depicted as follows:



**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► _____	Date ► _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (atock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

From: **John Battenfield** <[jbtrout@nycap.rr.com](mailto:jbtrout@nycap.rr.com)>  
Date: Thu, Oct 9, 2025 at 12:54 PM  
Subject: Resignation  
To: Rory OConnor <[rory@saratogarealproperty.com](mailto:rory@saratogarealproperty.com)>

Rory,

Due to personal reasons, and effective immediately, I am resigning from the Village of Ballston Spa Planning Board. I would like to thank you for your support

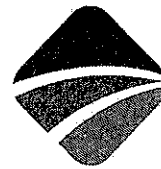
during my tenure on the Board. I wish you and the Board well.

Sincerely,

John T. Battenfield

Sent from my iPad

September 17, 2025



CAPITAL REGION  
**Transportation  
Council**

The Honorable Frank S. Rossi, II  
Village of Ballston Spa  
66 Front Street  
Ballston Spa, NY 12020

Dear Mayor Rossi:

The Capital Region Transportation Council (Transportation Council) is pleased to announce that we are ready to move forward with the Village-Wide Traffic Calming Master Plan in the Village of Ballston Spa. Thank you for your patience with us as we know how important this project is to you. Our 2025-2026 Unified Planning Work Program (UPWP) includes funding to support a consultant and Transportation Council staff technical assistance for this initiative through our Community and Transportation Linkage Planning Program. The consultant budget is \$75,000 (\$67,500 in federal funds and \$7,500 in local cash) with an additional \$25,000 in Transportation Council staff technical assistance.

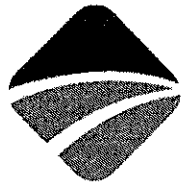
Included with this letter are the Transportation Council's Planning Study Administration and Procedures for FY 2025-2026 and a Memorandum of Understanding (MOU) for your review and signature. Once the signed MOU has been returned to us, we may begin the consultant procurement process. Martin Hull ([mhull@capitalmpo.org](mailto:mhull@capitalmpo.org)) has been assigned as our project manager and he will coordinate with you on the next steps including developing a project scope of work, soliciting for and selecting a consultant, executing a consultant contract, and managing the consultant on your behalf.

If you have any questions, feel free to contact me. We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Misiewicz".

Sandra Misiewicz, AICP  
Executive Director



CAPITAL REGION  
**Transportation  
Council**

**MEMORANDUM OF UNDERSTANDING**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Capital Region Transportation Council, 1 Park Place, Suite #101, Albany, New York 12205 and the Village of Ballston Spa, 66 Front Street, Ballston Spa, NY 12020

**WITNESSETH**

WHEREAS, the Village of Ballston Spa (hereafter referred to as the "Village") has requested funding and technical assistance from the Capital Region Transportation Council (hereafter referred to as the "Transportation Council"), the Metropolitan Planning Organization for the Capital Region, in its 2025-2026 Unified Planning Work Program for the Village-Wide Traffic Calming Master Plan (hereafter referred to as the "Study");

WHEREAS, the Transportation Council has included the Study in its 2025-2026 Unified Planning Work Program;

WHEREAS, the approved cost for consultant services related to the Study is \$75,000, \$67,500 of which will be paid by Federal Transportation Planning Funds, and \$7,500 by local cash from the Village;

WHEREAS, the Transportation Council will provide administrative and technical support for the Study;

WHEREAS, the Transportation Council expects the Study to be completed within eighteen (18) months of the date of consultant contract execution;

WHEREAS, the following milestones will apply to complete the Study:

1. By October 31, 2025 – Return the signed Memorandum of Understanding (MOU) to the Transportation Council.
2. Within four (4) months of the date of the fully executed MOU – contract with a consultant.
3. Within two (2) months of contract execution – have a Study kick-off meeting.
4. Within eighteen (18) months of contract execution – consultant completes 100% of the scope of work.

WHEREAS, the parties will jointly guide the consultant with the assistance of a Study Advisory Committee that will include, at a minimum, one staff member of the Transportation Council;

WHEREAS, the parties will jointly assume ownership of all draft and final products including graphics, data, reports, etc. related to the Study;

WHEREAS, the parties desire to set forth the rights and responsibilities in facilitating the Study;

NOW, THEREFORE, parties hereby agree to the following:

1. The Transportation Council will be responsible for:
  - a. Aiding the Village in developing a detailed scope of work for the Study.
  - b. Drafting a detailed Request for Expression of Interest for the Study and advertising the Study in the New York State Contract Reporter, on the Transportation Council website, and on the New York State Metropolitan Planning Organization's website.
  - c. Aiding the Village in selecting a consultant to perform the Study.
  - d. Documenting the consultant selection process and providing notification of the consultant selection or rejection.
  - e. Securing an executable agreement between the consultant and the Capital District Transportation Authority, the host agency of the Transportation Council.
  - f. Approving the membership of the Study Advisory Committee.
  - g. Attending all Study Advisory Committee or Study related meetings including the kickoff meeting, public meetings, and any other decision-making meeting.
  - h. Providing technical assistance.
  - i. Addressing all contracting issues including review of deliverables and payment to the consultant.
  - j. Invoicing the Village for \$7,500 in local cash matching funds following execution of the consultant contract.
  
2. The Village will be responsible for:
  - a. Reviewing and following the Transportation Council's Planning Study Administration and Procedures for fiscal year 2025-2026 guidance document.
  - b. Working with the Transportation Council staff to complete the Study within eighteen (18) months of the date of contract execution. If unforeseen delays arise, the Village will provide the Transportation Council with a written explanation.
  - c. Providing the Transportation Council with the \$7,500 cash match for the Study following execution of the consultant contract.
  - d. Following the Transportation Council guidelines regarding consultant selection.
  - e. Organizing and maintaining a Study Advisory Committee that will include at least one member of the Transportation Council's staff.
  - f. Including the Transportation Council and Study Advisory Committee in decisions related to meeting times and dates, public meeting dates and format, and any other Plan related decisions with the consultant.
  - g. Attending all Study Advisory Committee or Study related meetings including the kickoff meeting, public meetings, and any other decision-making meeting.
  - h. Providing technical assistance and reviewing products.
  - i. Informing the Transportation Council of any problems with the consultant.

- j. Presenting the findings of the Study to the Transportation Council Planning Committee, Transportation Council Advisory Committees and/or the Community Planning Forum.

The signatories affirm they are duly authorized by their governing bodies to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 2025.

FOR THE CAPITAL REGION  
TRANSPORTATION COUNCIL

FOR THE VILLAGE OF BALLSTON SPA

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Mayor



# Planning Study Administration and Procedures FY 2025-2026

## Guide for Project Sponsors

September 2025



CAPITAL REGION  
**Transportation  
Council**

1 Park Place, Suite 101  
Albany, New York 12205  
Phone: (518) 458-2161  
Email: [info@capitalmpo.org](mailto:info@capitalmpo.org)  
Website: [capitalmpo.org](http://capitalmpo.org)

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## Introduction

The Capital Region Transportation Council (Transportation Council) is the metropolitan planning organization (MPO) for Albany, Rensselaer, Saratoga, and Schenectady Counties (except the Town of Moreau and the Village of South Glens Falls). The Transportation Council provides community planning assistance to municipalities, regional planning organizations, and transportation agencies utilizing federal funds through its Unified Planning Work Program (UPWP). This document describes the Transportation Council's procedures for administering consultants for Community Planning and Linkage Program planning studies. Sponsors should review these procedures as they will serve as the basis for the Memorandum of Understanding.

The Transportation Council views its community planning initiatives as collaborative conceptual planning and technical efforts. **They do not include detailed engineering work, environmental review, or offer capital project funding guarantees.** The Transportation Council expects study sponsors to comply with these procedures to the best of their ability. Failure to do so may negatively impact sponsor access to future UPWP funds. Study initiation will be dependent on the availability of the Transportation Council's staff.

## Award Notification

Sponsors will receive an award package that includes a letter confirming the dollar value of the study and identifies the Transportation Council's Project Manager (hereafter referred to as the Project Manager) along with a copy of the Planning Study Administration and Procedures (this document) and a draft Memorandum of Understanding (MOU). Work may begin on the planning study after the 2025-2026 UPWP goes into effect, on or after April 1, 2025, dependent on Transportation Council staff availability.

## Memorandum of Understanding (MOU)

The MOU lists funding, key administrative procedures, and planning study responsibilities for the Transportation Council and study sponsors. Proposed changes to the MOU must be provided to the Transportation Council for review. For studies with multiple sponsors, MOUs will be executed with each sponsor individually. The signed MOU must be returned to the Transportation Council before the consultant procurement process can begin. Failure to execute the MOU by October 31, 2025 may result in forfeiture of the funding award.

## Progress Requirements

Consultant led planning studies are to be completed no later than eighteen (18) months after the date of contract execution. Shorter schedules are encouraged. The following maximum progress requirements have been established:

- Execute the MOU with the Transportation Council no later than October 31, 2025.
- Within four (4) months of the date of the fully executed MOU, select a consultant.
- Hold a study kick-off meeting within two (2) months of the date of contract execution.
- Consultant complete 100% of the scope of work within eighteen (18) months of the date of contract execution.

If the above milestones are not met, the sponsor must submit a request for an extension to the Transportation Council's Planning Committee and the sponsor will not be eligible to request additional planning funds until the delayed project is complete.

## NYSDOT and County Coordination

The Transportation Council and its partners are committed to coordination, collaboration, and communication whenever possible during the planning process. The New York State Department of Transportation (NYSDOT) Region 1 and the relevant County may have existing conditions data, previous transportation studies, or additional awareness of issues in the study area. The Transportation Council's Project Manager will collect background information on transportation assets owned and maintained by NYSDOT and/or the relevant County within the study area prior to scope of work preparation.

## Scope of Work Development

The Transportation Council's Project Manager and the sponsor(s) will jointly develop a scope of work that is suitable for the planning study and realistic for its budget. All study budgets are fixed. NYSDOT Region 1, the Capital District Transportation Authority (CDTA), the Capital District Regional Planning Commission (CDRPC), and the relevant County will be consulted on the scope of work. Other entities may be consulted as needed.

The scope of work will be included in the procurement document, typically a Request for Expressions of Interest (REI). The scope of work should include a detailed task list with desired deliverables and will be the minimum required of the consultant. Any tasks to be undertaken by the Transportation Council outside of the consultant budget should be noted. Specific considerations for the scope of work include:

### Transportation Council Scope of Work Files

The Transportation Council has completed over 100 planning studies as part of its Community and Transportation Linkage Planning Program (Linkage Program). These studies range in scope and budget and can serve as references when developing a scope of work.

### Related Planning Work

Sponsors are expected to provide any relevant background information about the planning study to the Transportation Council's Project Manager to aid in crafting an appropriate and efficient project scope. This may include previously completed planning studies, descriptions of planning concerns, and other information as appropriate.

### Existing Conditions Data

Internal to the Transportation Council, the Project Manager will consult with the Director of GIS / Data Services on available existing conditions data, particularly in the Geographic Information System (GIS). A GIS map of the study area boundary will be created for inclusion in procurement documents and for future analysis.

Data related to study area existing conditions should consider the following (also see Page 5, Public Involvement Plan):

- Demographic data including race, color, national origin, gender, age, disability, and income
- Limited English Proficiency
- Cultural and environmental resources
- Land use and zoning
- Transportation infrastructure and data for all modes of travel including Replica mobility data, pavement condition ratings, roadway attributes from NYSDOT's Roadway Information System file, crash data, sidewalk locations, paved trail and on-road bicycle facilities, transit facilities and ridership, and motor vehicle, bicycle, and pedestrian volume data.
- Note: Data provided by NYSDOT Region 1, and the county or local government should be reviewed and cataloged for use in the study.

Additional data expected to be collected by the consultant should be identified in the scope of work. The scope of work should note that any mapping products are to be compatible with ESRI's ArcGIS Pro Software. GIS files will be provided to the Transportation Council upon completion of the plan.

### Technical Advisory Committee

A small technical advisory committee (TAC) may be included in the scope of work at the discretion of the Project Manager and sponsor(s). A TAC is generally comprised of staff from the Transportation Council including the Project Manager, the project sponsor(s), and the consultant and is used to guide the administration of the consultant contract and to manage the project

scope of work. The frequency of TAC meetings shall be included in the REI scope of work. TAC meetings are not open to the public.

#### Study Advisory Committee

The Transportation Council Project Manager and the study sponsor(s) will be jointly responsible for study oversight through a Study Advisory Committee (SAC). The Project Manager and the study sponsor(s) will identify the members of the SAC. The SAC will be responsible for providing input on the broader study process and reviewing interim and final products. The Transportation Council considers SACs to be advisory, its members are volunteers, and SACs make no official decisions on behalf of a local municipality. Local government sponsors should be aware of local laws and policies regarding formal appointment of SAC members.

The Transportation Council requires the direct participation of its Project Manager on the SAC. Additional participants on the SAC may include NYSDOT (if the study involves a state-owned facility), CDTA (if the study is directly related to public transportation), CDRPC, and the County in which the study is located. Study sponsors are encouraged to suggest other individuals from the community that may add value to the study process. It is suggested that the committee be kept to no more than fifteen (15) individuals. SAC meetings are open to the public.

Study sponsors and the Project Manager will coordinate the activities of the SAC including meeting notification. Sponsors will be responsible for providing meeting rooms and/or virtual access through platforms such as MS Teams and Zoom. Decisions regarding meeting times and study-related issues should be made with the SAC. At minimum, these decisions must be made jointly between the consultant, sponsor(s) and Project Manager.

Meeting summaries of all SAC meetings must be prepared by the consultant and will include the project name, start and end times of the meeting, the meeting date and agenda, and a list of the participants including full name, title, and affiliation, and summary of discussion items. If the meeting was held in person, include sign in sheets.

## Public Involvement Plan

The scope of work must include a task related to the development of a Public Involvement Plan (PIP) by the consultant. Public involvement will vary depending on the type of study and its scale, demographics of the study area, local knowledge, local public health policies (e.g. social distancing protocols), and what is compatible with the community structure and style. All PIPs must be consistent with the most recently adopted Transportation Council Limited English Proficiency Plan and Public Participation Plan (PPP), whose goal is to craft a process that is *continuous, thorough, inclusive, and effective*.

All electronic documents and web applications will conform to the current Web Content Accessibility Guidelines to the AA conformance level to the greatest extent possible. The following should also be considered in the scope of work and the development of the PIP.

#### Public Involvement Approach

The REI scope of work should include guidance on the development of the PIP by the consultant. The minimum requirements for approaches to public involvement will be identified in the REI scope of work and later incorporated into the PIP.

#### Demographic Data

The PIP will be used throughout the planning process to target various study area demographic groups to ensure underrepresented populations are being included in the planning process per Title VI and New York State requirements. The Transportation Council will assemble the following data from the American Community Survey for use in preparing the PIP:

- 1) The transportation patterns by race/ethnicity, income, age, English ability, disability status, and gender as a total for all Census Tracts within and adjacent to the study area.
- 2) A table of study area demographics by each Census Tract for children younger than 5, older adults (65+), race, ethnicity, English ability, those below the poverty level, zero vehicle households, and those with a disability. This table will be accompanied by a map of the Census Tracts.
- 3) Limited English Proficiency (LEP) scan of the study area.

A description of the impacted population(s) should be included in the REI scope of work to ensure the PIP considers appropriate methods to reach these demographic groups throughout the planning process. Complied demographic data should be provided to the consultant following project initiation. If the study area boundaries are adjusted or new information becomes available, the data should be updated.

Consultation with federally recognized Native Nations with interests in the Capital Region will be coordinated through the Transportation Council and managed by the Executive Director, as needed. The goal is to provide the opportunity for government-to-government dialogue on plans and proposed transportation project concepts early in the planning process.

#### Communication with Elected Officials

The scope of work should describe how the status and concepts of planning studies are to be shared with the sponsor's elected officials/governing body throughout the planning process. The approach to communicating study information to the sponsor's elected officials/governing body should be included in the PIP.

#### Additional Transportation Council Requirements

The scope of work should note meeting promotion, accessible location, and other public notice requirements such as notifying the public of the availability of translation and interpretation services in accordance with the Transportation Council's Public Participation Plan which includes

the current LEP Plan. The consultant is expected to create meeting flyers, press releases, and/or social media content related to the project status, meetings, and events and should be included in the scope of work. Additional materials, if needed should also be included in the scope of work. Social media policies of the Transportation Council and the project sponsor(s) will apply. The Project Manager should refer to the Transportation Council's press release workflow for guidance.

The selected consultant team should expect to present study concepts to a Transportation Council advisory committee, the Planning Committee, or the Policy Board, at least once during the project timeline. Needed Transportation Council and/or sponsor presentations should be included in the scope of work and PIP.

#### Sponsor Requirements

As Community Planning and Linkage Program studies are joint efforts between the Transportation Council and study sponsor(s), the sponsor may have their own requirements regarding public participation, meeting notices, access to interim products, etc. It is the sponsor(s) responsibility to ensure all local requirements are incorporated into the scope of work and PIP.

#### Public Involvement Deliverables

The scope of work should define the minimum requirements for public involvement deliverables from the consultant, community partners (if applicable), and the project sponsor. All public participation materials, including PowerPoint slideshows, will be made available to the public via the Transportation Council, sponsor(s), or a project specific website. Transportation Council staff will retain all public involvement materials in the Transportation Council's electronic files. All materials will be reviewed and approved by the SAC prior to public release. A public participation summary will be developed by the consultant and included in the Draft and Final report. The following quantitative metrics, as available and applicable to the planning study, will be compiled by the consultant with assistance from the Project Manager. Public participation activity types and metrics include:

- In-person events: Number of events by type, number of attendees, number of comments/responses and interactions.
- Surveys and comments: Number of survey responses, number of comments.
- Newsletter: Number of subscribers, number of opens and click throughs.
- Website: Number of unique page views/users.
- Press releases and media mentions: Number of press releases, number of media mentions.
- Social Media: Number of posts, number of new followers, number of impressions, number of users reached, engagement rate.
- Analysis of attendees and participants: Comparison of the demographics of the region/study area to that of the attendees and participants in public engagement



activities based on voluntary survey responses. Number of activities in targeted communities to provide context.

## Metropolitan Planning Process Requirements

Per federal regulations (23 CFR 450.306(b)), the staff of the Transportation Council should consider the following planning factors in the development of the REI scope of work:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and nonmotorized users.
3. Increase the security of the transportation system for motorized and nonmotorized users.
4. Increase the accessibility and mobility of people and for freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. Enhance travel and tourism.

## State Owned Facilities

NYSDOT Region 1 specifically requests the following to be included in the scope of work for studies involving state owned facilities, depending on the study context. The Transportation Council should request NYSDOT Region 1 staff respond to the following types of requests for information in a timely manner.

- Existing conditions data: The existing conditions assessment should incorporate information available through NYSDOT Region 1, particularly the operations file for the roadway(s) of interest. This information may include traffic/crash data, traffic safety reviews, as-built drawings, record plans, aerial photos, etc. This information should be requested prior to scope of work development.
- NYSDOT meeting: A meeting with key NYSDOT Region 1 staff should be included in the scope of work at the time transportation and land use concepts are first being

developed. This will provide NYSDOT with the opportunity to review and comment on the concepts before the plan reaches the draft stage.

- The NYS Highway Design Manual should serve as a reference document (see *Chapter 1: Purpose, Revision 78, March 28, 2014*). Chapter 1 states, "The primary functions of the Highway Design Manual (HDM) are to: (1) provide requirements and guidance on highway design methods and policies which are as current as practicable, and (2) assure uniformity of design practice throughout the New York State Department of Transportation consistent with the collective experience of the Department of Transportation, the American Association of State Highway and Transportation Officials, and the Federal Highway Administration." Chapter 1 also states that "Variations from this manual will be necessary for special or unusual conditions, or between the issuances of new or revised source documents and any corresponding updates of the HDM. Consequently, instructions in this document are not intended to preclude the exercise of individual initiative and engineering judgment in reaction to site specific conditions or application of current state of the art practices. Rather, such initiative and judgment are encouraged when it is appropriate and there is a rational basis for deviation."
- All renderings, illustrations or other mapping/imagery created to visualize design concepts are conceptual in nature. Any visualizations used in the study process must be qualified and should avoid excessive detail so as not to give the impression that an engineering level of analysis has been undertaken.

## Reference Documents

The Transportation Council's support for local community planning is essential to implementing the Metropolitan Transportation Plan (MTP), known as *In Motion: The Plan to 2050*. The REI scope of work should encourage consultants to refer to regional plans as appropriate for the study. These regional plans include but are not limited to the following:

- Capital Region Vision Zero Safety Action Plan (VZSAP)
- Capital District Complete Streets Design Guide
- Capital District Trails Plan
- Capital Region Bus Lane Feasibility Study
- Congestion Management Process
- Coordinated Public Transit Human Services Transportation Plan
- Regional Freight and Goods Movement Plan
- Regional Truck Parking Study
- Capital District Zero Emission Vehicle Plan
- Smart Mobility Toolbox

Additional information can be found on the Transportation Council's website.

The Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58), and section 1404 of the Fixing America's Surface Transportation (FAST Act, Public Law 114-94), provide design flexibility and consideration of community context in transportation projects to local jurisdictions developing Federal-aid projects on roadways under their ownership. FHWA encourages prioritizing the safety, comfort, and connectivity for all users of the roadway, particularly where adjacent land use suggests that trips could be served by varied modes.

## Additional Project Considerations

Planning studies that include evaluating and assessing multiple corridor design concepts should consider use of the Highway Capacity Manual's Bicycle Level of Service (BLOS).

The scope of work should note that consultant created GIS products are to be compatible with ESRI's ArcGIS Pro software and must be provided to the Transportation Council upon completion of the study.

Studies that propose zoning changes, construction of new transportation infrastructure, or additional transportation system capacity may require environmental review under SEQR or NEPA. These processes are outside the scope of Transportation Council planning studies.

## Draft and Final Report Content Requirements

The Project Manager and the study sponsor(s) are ultimately responsible for reviewing draft reports and ensuring the final report is complete. The SAC and other key stakeholders will also provide comments. Electronic documents will conform to the current AA level of the Web Content Accessibility Guidelines to the greatest extent possible. The following are required to be included in the draft and final reports and should be referenced in the scope of work:

- Public Involvement Summary
- Title VI/Nondiscrimination and Americans with Disabilities Act initiatives
- Study area existing conditions documentation
- Draft and final report recommendations referred to as "preferred concepts" or "publicly preferred concept(s)." Do not use "preferred alternative," or "alternatives" language to describe recommended routes and/or improvements.
- An implementation plan that lists next step strategies to move the project forward, including potential private and public fund sources, a phase-in plan, etc.
- Credit and Disclaimer Statements – the Federal Highway Administration (FHWA) requires the following statement in the Transportation Council's work products:

*"This report was funded in part through a grant from the Federal Highway Administration, U.S. Department of Transportation. The views and opinions of the authors [or agency/community] expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation."*

- The following information should also be incorporated into the disclaimer statement on all visualizations:

*"The recommendations in this study are conceptual in nature and do not commit NYSDOT [or other entities] to proposed project(s)."*

*"The concepts presented in this report (or in an illustration) may need to be investigated in more detail before any funding commitment is made."*

*"Additional engineering or follow-up work will be based upon funding availability."*

- For some Transportation Council planning work outside of Linkage studies, if New York State Planning and Research Program funds are used on the study per the UPWP, the following alternative statement must be used.

*"The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Title 23, Section 505 of the U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."*

## Draft Report Revisions and Final Report Definition

The REI should include in the scope of work a definition of what the Transportation Council considers a final report. The REI scope of work should also include a minimum number of revision rounds required to meet the definition of a final report. The following is suggested language the Project Manager and sponsor(s) could agree to include in the scope:

*The consultant will complete up to two (2) revisions to the draft report in a timely manner and in the format requested by the SAC. Draft and final reports will include documentation on public involvement, existing conditions data, and credit and disclaimer statements as provided by the Project Manager. Note that the final report is not final until it is complete: without placeholders, without grammatical errors; with a table of contents and page numbers; with labels where necessary, including for all changes, graphs, images, and quotes; with citations for all data sources, and with labels on axes on graphs. Changes to correct such deficiencies are not to be considered extra work for the consultant. Note that all suggested revisions are to be provided to the Project Manager and coordinated by the Transportation Council with the consultant.*

One color hardcopy of the final report will be provided to the Transportation Council. The sponsor(s) may request as many hard copies as desired. The total number of hard copies should be included in the REI scope of work. The Transportation Council and the study sponsor(s) will also receive an electronic version of the final report (as a .pdf file) for posting on websites and for reproduction purposes. The Transportation Council and the study sponsor(s) will jointly assume ownership of all materials, data, graphics, and reports, etc. related to the study. Final payment to the consultant will not be made until such time that their contractual obligation has been satisfactorily completed and the final report has been delivered.

## Procurement Documents

A Request for Expressions of Interest (REI) is the preferred procurement document of the Transportation Council to allow for a more streamlined approach to proposals and consultant selection. Other procurement documents, such as a Request for Proposals (RFP), will be considered on a case-by-case basis. Sponsors should be aware and the REI should note that if a consultant prepared the original application for the planning study, that consultant may not be considered for the contract. Consultants are selected on a competitive basis.

All procurement documents should be reviewed by the Transportation Council's Executive Director before advertising. The following sections must be included in REIs for Community Planning and Linkage Program planning studies:

- Introduction (including budget)
- Study purpose (including background information)
- Study area (with map)
- Detailed scope of work by task including deliverables
- REI communication and clarification including:
  - Designated Contact
  - REI Schedule
  - REI Questions
  - REI Addendum(s)
- Submission requirements including:
  - Proposal Requirements
  - Freedom of Information Law
  - Submission Evaluation
- Project administration including:
  - Federal Requirements
  - Compensation
  - Contract Terms and Conditions
  - Conduct and Conflict of Interest
  - Title VI Assurance

- DBE/MWBE Participation

## Advertisement and Full Package Requests

A one-page summary of the procurement document (prepared by the Transportation Council) will be advertised for no less than four weeks prior to the submission deadline. All procurement opportunities will be advertised on the websites for the New York State Contract Reporter ([www.nyscr.ny.gov/contracts.cfm](http://www.nyscr.ny.gov/contracts.cfm)), New York State Association of Metropolitan Planning Organizations ([www.nysmpos.org](http://www.nysmpos.org)), and the Transportation Council ([www.capitalmpo.org](http://www.capitalmpo.org)).

Project Managers will field any technical questions that arise during the advertisement of the REI from interested consultants. **Sponsors should not discuss the advertised study including its goals, purpose, or scope of work directly with consultants. However, sponsors can provide consultants with any material that is public information such as a community comprehensive plan, zoning code, etc.**

The full procurement package (the complete REI and the sample contract) may be requested by interested consultants by calling (518-458-2161) or e-mailing ([info@capitalmpo.org](mailto:info@capitalmpo.org)) the administrative staff at the Transportation Council. The full package may be sent by email, USPS, or made available for pick up to interested consultants.

## Submissions

Interested consultants will have a minimum of four (4) weeks to respond to the REI. Consultant submissions will include a letter of interest, typically limited to three pages, generally supplemented by relevant experience, relevant project examples, identification of key personnel, and a price proposal including the hours of key personnel by task. Letter of interest preparation instructions are included in the REI. The Transportation Council will only accept submissions by email. The consultant(s) will use the letter of interest to outline the unique perspective they may have on the study and any proposed changes to the scope of work.

All questions regarding the contract terms of the sample contract should be directed to the Transportation Council. Proposed contract language changes will not negatively impact the evaluation of the submission and will be reviewed by the Transportation Council's Executive Director and by its host agency, CDTA. The sponsor(s) will be advised as to any contract language changes that could impact the study process.

The Transportation Council will keep a copy of all submissions received for a planning study on file for a minimum of three years. All submissions are considered proprietary, except for the winning submission once a selection is made. Winning submissions are subject to Freedom of Information Law requirements.

## Consultant Selection Guidelines

Contracted services to the Transportation Council of any kind, in the actual or estimated amount of \$25,000 or more, shall be awarded on a competitive basis in accordance with the laws of the United States, the State of New York and the rules and regulations of the Federal Transit Administration, Federal Highway Administration, the New York State Department of Transportation, and other federal and state agencies. Unless such federal or state laws, rules or regulations require other specific procedures, the Transportation Council shall follow the process as set forth below. As host agency to the Transportation Council, the CDTA will be the contracting agency on behalf of the Transportation Council and the study sponsor.

Planning study sponsor(s) are required to follow the Transportation Council's guidelines during consultant selection:

- A consultant(s) already under contract with a community/or sponsor are not guaranteed a contract award from the Transportation Council. However, they are eligible to respond to the REI if they have not assisted in the development of the scope of work, either as part of the application for funding or as part of the development of the REI.
- The selection process should not be biased toward any one consultant/contractor.
- The sponsor(s) should not discuss the advertised study directly with consultants. Publicly available documents may be provided.

The Transportation Council encourages the participation of certified Disadvantaged Business Enterprises (DBE) and/or Minority and Women-Owned Business Enterprises (MWBE) in its solicitations. For a directory of certified DBE firms, visit the New York State Unified Certification Program (NYSUCP) website <https://nysucp.newnycontracts.com/>. For a directory of certified MWBE firms, visit the New York State Contract System website at <https://ny.newnycontracts.com/>.

**If the Project Manager determines that the sponsor(s) is not fairly evaluating submissions because of a pre-determined bias or any other violation of federal or state procurement guidelines, funds will be withdrawn.**

## Consultant Selection Process

The Transportation Council and the study sponsor(s) will establish a consultant selection committee. The committee must include at least one (1) Transportation Council staff person and should be limited to five (5) individuals. Typical committee members include NYSDOT Region-1

staff (if the study area has state roads), local government/sponsor staff (discretion is given to the local government(s) to identify participants), CDTA staff (if the study area has transit or includes objectives related to establishing transit or mobility services), and CDRPC staff. Participants in the consultant selection process should be reminded that **all submission material is considered proprietary until a selection is made**. Once a selection is made, the winning submission is considered public information.

Consultant selection committee members will be given no less than one (1) week to review the submissions. A meeting will be held to discuss the evaluations and select a consultant. For some studies, additional time may be needed to verify consultant references. Consultant interviews are to be avoided for studies under \$100,000, if possible. For larger studies, interviews are discouraged but may be considered if a selection cannot otherwise be made.

The Transportation Council staff (administration and Project Manager) will document the consultant selection process. The documentation must include the number of requests for the full REI package, a list of the consultants submitting expressions of interest, and the compelling argument for making the selection. Documentation must also note if any of the firms interested in the study were DBE or WMBE firms. Evaluation forms should be collected by the Project Manager and incorporated into the documentation for the selection process.

## Notification of Award

Once the consultant(s) is selected, the Project Manager will notify the consultant of their selection by phone or email followed by an award letter with a copy of the contract for signature (the contract will include the agreed upon scope of work including any negotiated changes and the study cost). Consultants that were not selected for the contract will be notified by the Transportation Council by email.

## Consultant Contract

The consultant contract is known as the Agreement for Professional Services. The contract contains standard CDTA language, which must be utilized as CDTA is the host agency of the Transportation Council. Any proposed changes to the consultant contract must be articulated by the consultant in its letter of interest and negotiated with the Transportation Council and CDTA. This will be the responsibility of the Transportation Council's Executive Director and Project Manager. The final scope of work, schedule, and study cost will be referenced in the contract. The Transportation Council's Executive Director and Project Manager will review the completed consultant contract before it is sent out for signature. Once the consultant, Transportation Council, and CDTA sign the contract, the study can begin.



## Cash Match

The Transportation Council will invoice the study sponsor(s) for the agreed cash match per the MOU following execution of the consultant contract. Failure to provide the cash match to the Transportation Council in a timely manner will negatively impact sponsor(s) access to future funding opportunities and could bring the study to a standstill until the cash match is paid. Federal funds will be used to pay the consultant first and local cash will be used after.

## Consultant Invoices and Payment

The Transportation Council will pay the consultant on a reimbursement basis using monthly invoices. Invoices shall document the number of hours worked, salary rate, and expenses for each individual working on the project by task. Any other direct expenses should also be identified, and receipts provided for all expenses except for mileage. With each invoice, the contractor must submit a brief progress report describing the work completed under each task.

Consultant invoices will be submitted to the Transportation Council's Administrative Staff by email to [info@capitalmpo.org](mailto:info@capitalmpo.org). The Project Manager's review and acceptance of delivered invoices and progress reports will serve as the basis for payment. Transportation Council project managers will utilize an invoice review checklist to verify the content and accuracy of invoices. A template with detailed instructions is available and will be saved with the administrative files for the planning study. A final payment to close the contract will not be made until the study sponsor(s) and the Transportation Council have received and are satisfied with all study product(s).

## Sponsor In-Kind Support

In-kind support is a non-cash contribution of value provided by the municipality, organizations, or individuals participating in the project. In-kind hours may be documented for project tasks including scope of work development, SAC meeting participation, public participation event preparation and attendance, document review, and data collection. Sponsors providing in-kind support for the study per the MOU are required to track the number of hours of all personnel and volunteers spent working on the study and submit those hours to the Transportation Council. Documentation requirements will be provided by the Transportation Council and are subject to change.

## Transportation Council Staff Assistance

The staff of the Transportation Council provides ongoing assistance throughout the study process and staff hours working on each planning study are tracked. Project Managers should treat the UPWP staff time budget, in terms of a dollar value assigned by the Executive Director to the study, as a target for all Transportation Council staff working on the study. Staff hours to be documented by study name on Transportation Council timesheets may be related to study administration, technical assistance, data collection, etc.

## Study Completion and Adoption

The Transportation Council encourages sponsors to adopt the study soon after the final report is delivered. Adoption may occur by resolution, as an amendment to a municipal comprehensive plan, or through other means as appropriate. Sponsors may also consider formally endorsing or accepting the study. Although community planning/linkage program studies are not municipal wide comprehensive plans, they are considered comprehensive in nature and are subject to SEQR if the municipality is considering formal action. Such actions indicate the support of the study by the sponsor(s) which increases the competitiveness of future grant applications for additional studies or implementation activities such as zoning code updates or capital projects. SEQR/NEPA procedures are outside the scope of Transportation Council planning studies.

Study sponsor(s) will be responsible for presenting the findings of the study to one or more of the following, with assistance from the consultant(s): Planning Committee, Community Planner Forum, or one of the Transportation Council's advisory committees. Arrangements for the presentation(s) will be made by the Project Manager. The Transportation Council may consider adopting the results of a "regionally significant" study by resolution as a refinement to the Metropolitan Transportation Plan.

## State Environmental Quality Review (SEQR)

The New York State Department of Environmental Conservation states that "SEQR is triggered if an agency (i.e., a unit of local government) has a discretionary decision to approve, fund, or directly undertake an action that might have an effect on the environment." An example of a discretionary decision is zoning changes (an agency can say yes, only if, or no to making a change). An Action may include planning or policy making activities that may affect the environment and commit the agency to a definite course of future decisions, such as adoption of a plan or significant amendment of Comprehensive Plans. Actions may also include the adoption of rules, regulations, and procedures, including local laws, codes, ordinances, executive orders and resolutions that may affect the environment. Once a discretionary action triggers SEQR, a sequential review process unfolds. Classifying actions that evolve from community

planning and Linkage Program planning initiatives under SEQR as Type I, Type II, or Unlisted is the responsibility of the lead agency, often a local government.

**The SEQR sequential review process is outside of the scope of Transportation Council planning studies and should be noted in the REI scope of work.** This includes the SEQR public hearing and comment period, changes to planning studies in response to SEQR related comments, etc. Planning study products may be used to inform the SEQR review process. The Transportation Council shall not be considered or viewed as a lead agency for SEQR related actions originating from a planning study.

## Planning and Environmental Linkages (PEL) Questionnaire

Final products of planning studies that recommend constructing new transportation infrastructure or adding capacity to existing transportation infrastructure may require the completion of a Planning and Environmental Linkages (PEL) Questionnaire under NEPA. It is uncommon for studies supported through the Transportation Council to meet NEPA requirements, but the Project Manager and sponsor may include a screen for potential environmental issues and mitigation procedures in the scope of work to be completed by the consultant.

## Follow-Up

After the study has been completed for at least one year, Transportation Council staff will follow-up with the sponsor to learn what progress has been made on implementing the plan, the degree to which the Transportation Council can further assist the sponsor in implementing the plan and if there is a need to modify the Transportation Council's programs or procedures based on lessons learned from the completed planning effort. The intention is to provide the Transportation Council with feedback on the study process, the Linkage Program itself, and on consultant performance so that procedures and assistance opportunities can be improved.

The Project Manager will develop a study summary to be uploaded to the Transportation Council's Final Reports Archive and Interactive Map, if applicable. The study summary will include a list of the key study recommendations. The objective of the summary is to assist Transportation Council staff in tracking implementation and program performance. Additionally, the study summaries can assist NYSDOT in completing the Capital Projects Complete Streets checklist and Smart Growth Screening Tool and create opportunities for study implementation.



## SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Business - Enterprise Commercial Terms of Service posted at, <https://enterprise.spectrum.com/> (or successor URL) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement, including defined terms, shall remain unamended and in full force and effect.

Spectrum Contact Information
Contact: Sean Haffner
Telephone: (518) 640-8501
Email: sean.haffner@charter.com

Customer Information	
Customer Name VILLAGE OF BALLSTON SPA	Order # 15070997
Address 30 BATH ST BALLSTON SPA NY 12020	
Telephone	Email: mayor@ballstonspa.gov
Contact Name Frank Rossi	Telephone
Email: mayor@ballstonspa.gov	
Billing Address 30 BATH ST BALLSTON SPA NY 12020	
Billing Contact Name	Telephone
Email:	

NEW AND REVISED SERVICES AT 1 Lowell St , Ballston Spa NY 12020				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spectrum Business Voice	36 Months	1	\$30.00	\$30.00
<b>TOTAL</b>				<b>\$30.00</b>

ONE TIME CHARGE(S) AT 1 Lowell St , Ballston Spa NY 12020			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Standard Installation	1	\$99.00	\$99.00
<b>TOTAL</b>			<b>\$99.00</b>

VOICE SERVICE ORDER INFORMATION			
E-911 Location Address	Current LEC	Current IXC	LEC BTNs

1. **TOTAL CHARGE(S).** Total monthly recurring charges and total one-time charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order

Customer	
Signature:	_____
Printed Name:	Frank Rossi
Title:	_____
Date:	_____



## COMMERCIAL PROPERTY OWNERSHIP VERIFICATION

<p>Spectrum Business Commercial Property Ownership Verification</p>	<p>Thank you for your request for service from Spectrum Business. To assist in the timely delivery of your contracted services, Spectrum will need the contact information for the Property Owner/Manager of the building in which your business resides. We will be contacting the Property Owner/Manager to obtain a Right of Entry Agreement to permit us to enter upon the property (if necessary) to install ordered services.</p>	
<p>Partner Contact (Sales)</p>	<p>Sean Haffner</p>	<p>Service Order Number: 06557531</p>
<p>Property Address  Lowell St , Ballston Va NY 12020</p>	<p>Do you own this property? Please answer with Y for Yes or N for No.</p>	<p>Customer Name: VILLAGE OF BALLSTON SPA</p>

# Spectrum™ Voice Service E911 Acknowledgement

**Customer Name:** VILLAGE OF BALLSTON SPA

**Billing Address:** 30 BATH ST BALLSTON SPA NY 12020

If Customer's order includes Voice Service, please confirm that you understand this important information regarding E911 access and Spectrum Voice Service.

**Spectrum<sup>1</sup> Voice Service customer premise equipment ("CPE") is electrically powered and, in the event of a power outage or Spectrum network failure, E911 services may be unavailable.**

When a user of Voice Service dials 911, the location of the CPE used to place the call is automatically provided to an emergency services provider. Spectrum Voice Service CPE must not be moved to a new location without first advising Spectrum of the new location. If Customer moves the Spectrum Voice Service CPE to a new location without authorization and a user of the service dials 911, the caller will need to provide his or her location, including any building, floor or room identifier, to the 911 operator, or the call may be misdirected to the wrong location or wrong emergency provider.

During the first 72 hours after initiating service or advising Spectrum of an address change, if a user dials 911, the caller must provide the location, including any building, floor or room identifier, to the emergency operator. This is necessary to ensure emergency services are dispatched to the new location because the emergency operator may not have the new service address in their records. In some locations, depending on the equipment used by local governments to provide 911 service, a caller will always need to convey the 911 service location information to the emergency operator.

Customer must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Spectrum Voice Service is installed.

Customer must advise each potential user of Spectrum Voice Service of the foregoing characteristics of the service with respect to 911 service.

By signing below, I confirm that I am duly authorized to sign this Acknowledgement on behalf of Customer and that Customer agrees to the obligations described above.

---

(Authorized Customer Signature)

(Date Signed)

Frank Rossi

---

(Printed Name)

(Title)

---

<sup>1</sup> "Spectrum" refers to Charter Communications Operating, LLC and its subsidiaries providing the Services.





## CUSTOMER POINT OF CONTACT INFORMATION

<p><b>Spectrum Business Point of Contact Information Sheet</b></p>	<p><i>What?</i>: This sheet is to facilitate the expeditious fulfillment of your order with Spectrum Business.  <i>Why?</i>: Completion of this form will assist with accurate and timely installation times and construction  <i>How?</i>: Please provide a local and/or Technical contact for your Service Location(s).</p>	<p><b>Is site specific contact info needed?</b></p>	<p><b>Do all sites share one contact?</b></p>
<p><b>Primary Contact (Sales)</b></p>	<p>Sean Haffner</p>	<p>06557531</p>	<p></p>
<p><b>Service Location</b></p>	<p><b>Local Site Contact Information:</b> The Local contact at the Service Location must be available:</p> <ul style="list-style-type: none"> <li>• To provide access to the technician during the arrival window.</li> <li>• To be available throughout the installation to answer any questions the technician may have.</li> <li>• To confirm the service is operational.</li> <li>• Local Contact may be same as Technical, please indicate if so.</li> </ul>	<p><b>Technical Contact Information (ie. Phone/Data Vendor):</b> The Technical contact at the Service Location must be able:</p> <ul style="list-style-type: none"> <li>• To coordinate with our Spectrum Project Manager</li> <li>• To work with our network design team</li> <li>• To rate your installation experience.</li> <li>• Technical Contact may be same as Local, please indicate if so.</li> </ul>	<p></p>
<p><b>Street Address</b></p>	<p>Lowell St , Ballston          05401          MA 01220</p>	<p><b>Site Contact Name</b></p>	<p><b>Site Contact Phone Number</b></p>
		<p><b>Site Contact Email</b></p>	<p><b>Technical Contact Name</b></p>
		<p><b>Technical Contact Phone Number</b></p>	<p><b>Technical Contact Email</b></p>

### Certificate Of Completion

Envelope Id: 3027EF0A-A398-496B-8671-0A00708EA3C5  
Subject: Sean Haffner has requested your signature on a document(s)  
Source Envelope:  
Document Pages: 6  
Certificate Pages: 4  
AutoNav: Enabled  
Envelope Stamping: Disabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Delivered

Envelope Originator:  
Sean Haffner  
Sean.Haffner@charter.com  
IP Address: 209.112.107.133

### Record Tracking

Status: Original  
10/10/2025 8:44:37 AM

Holder: Sean Haffner  
Sean.Haffner@charter.com

Location: DocuSign

### Signer Events

Frank Rossi  
mayor@ballstonspa.gov  
Security Level: Email, Account Authentication  
(None)

### Signature

### Timestamp

Sent: 10/10/2025 8:44:53 AM  
Viewed: 10/10/2025 11:44:28 AM

### Electronic Record and Signature Disclosure:

Accepted: 10/10/2025 11:44:28 AM  
ID: e44187cc-7695-4dc2-842d-5fd27e744db6  
Company Name: Spectrum

### 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

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent Hashed/Encrypted  
Certified Delivered Security Checked

10/10/2025 8:44:53 AM  
10/10/2025 11:44:28 AM

### Payment Events

### Status

### Timestamps

### Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Charter Communications Operating, LLC (“Spectrum”) 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.

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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.

### **Requesting paper copies, withdrawing consent, and updating contact information**

*Requesting Paper Copies.*

Please provide your name, title, email, telephone, postal address and document title.

*Withdraw Consent.*

Please provide your name, title, email, date, telephone number and postal address.

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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.

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- 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;
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**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>.

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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 Charter Communications Operating, LLC ("Spectrum") 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 DocuSign during the course of your relationship with Charter Communications Operating, LLC ("Spectrum").